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**BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD**

In The Matter Of:

WIMBLETON ENTERPRISES LLC  
d/b/a MIDWAY CHEVRON  
25915 PACIFIC HWY S  
DES MOINES, WA 98198-9021

LICENSEE

LICENSE NO. 080968

LCB NO. T-483

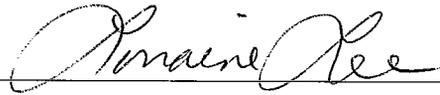
~~PROPOSED~~ FINAL ORDER OF  
THE BOARD APPROVING  
STIPULATED SETTLEMENT  
AGREEMENT

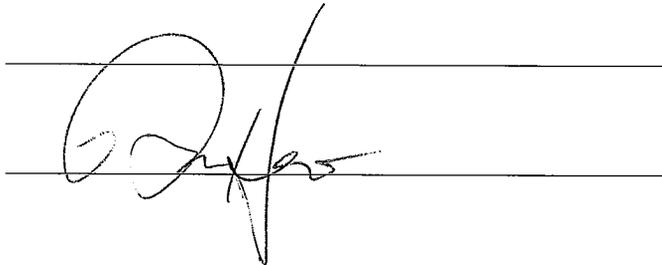
THIS MATTER having come before the Washington State Liquor Control Board (Board) and the Washington State Liquor Control Board Education and Enforcement Division having been represented by its attorneys, ROBERT M. MCKENNA, Attorney General, and MB NEWBERRY, Assistant Attorney General, and RICK DAMJI (Licensee), former owner of WIMBLETON ENTERPRISES, LLC d/b/a MIDWAY CHEVRON, having been represented by his attorney, LESLIE CLAY TERRY, and the parties having voluntarily entered into a stipulated settlement agreement for Liquor Control Board Case No. T-483, arising from Administrative Violation Notice (AVN) No. 22360, and the Board having considered the stipulated settlement agreement and Enforcement's memorandum recommending acceptance of the stipulated settlement agreement, and the Board having had the opportunity to review the file materials maintained in this case, now therefore

1 IT IS HEREBY ORDERED that the violation set forth in Administrative Violation  
2 Notice No. 22360 is sustained. It is FURTHER ORDERED that there shall be no suspension  
3 associated with this violation because the Licensee has sold the business and no longer  
4 operates under the license. It is FURTHER ORDERED, under authority of  
5 RCW 70.155.100(2)(a)(iii), that within 30 days of the date of this Order, Licensee shall pay a  
6 monetary penalty of two hundred dollars (\$200.00) to: Washington State Liquor Control  
7 Board, 2715 Saint Andrews Loop, Suite B, Pasco, WA 99301-3086. It is FURTHER  
8 ORDERED, that if Licensee does not make full and timely payment of the \$200.00 monetary  
9 penalty assessed, then the Licensee shall be required to pay the maximum penalty for his third  
10 violation of tobacco sales to a minor, the maximum penalty being one thousand dollars  
11 (\$1000.00).

12 DATED this 20<sup>th</sup> day of May, 2009.

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14 WASHINGTON STATE LIQUOR CONTROL BOARD

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25 WIMBLETON ENTERPRISES LLC  
26 d/b/a MIDWAY CHEVRON  
LCB NO. T-483  
LICENSE NO. 080968  
UBI: 601801232

**RECEIVED**

MAY 14 2008

**LIQUOR CONTROL BOARD  
BOARD ADMINISTRATION**

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**STATE OF WASHINGTON  
LIQUOR CONTROL BOARD**

IN THE MATTER OF:

WIMBLETON ENTERPRISES LLC  
dba MIDWAY CHEVRON  
25915 Pacific Hwy S  
Des Moines, WA 98198-9021

LCB NO. T-483  
  
SETTLEMENT AGREEMENT

LICENSEE

LICENSE NO. 080968  
AVN No. 22360

The Washington State Liquor Control Board Education and Enforcement Division (“Enforcement”) by and through its attorneys, ROBERT M. MCKENNA, Attorney General and MB NEWBERRY, Assistant Attorney General and Licensee RICK DAMJI (Licensee), former owner of WIMBLETON ENTERPRISES, LLC dba MIDWAY CHEVRON, having been represented by his attorney, LESLIE CLAY TERRY, hereby enter into this stipulated settlement agreement for Liquor Control Board No. T-483, arising from Administrative Violation Notice (AVN) No. 22360.

**I. INTRODUCTION**

The Washington State Liquor Control Board Enforcement Division issued to the Licensee AVN No. 22360, alleging that on or about June 9, 2007, Licensee sold and/or allowed to be sold tobacco products to a person under the age of eighteen (18), in violation of RCW 26.28.080.

**ORIGINAL**

1 **II. AGREEMENT OF THE PARTIES**

2 After the filing of administrative complaint LCB No. T-438, Enforcement and Licensee  
3 have agreed to resolve AVN No. 22360 and LCB No. T-438 under the terms of this agreement.

4 Enforcement and Licensee agree to the following:

5 1. The parties enter into this agreement to avoid the time and expense of further  
6 litigation.

7 2. Licensee explicitly waives the right of further administrative review of all  
8 matters related to the above-referenced AVN. Furthermore, Licensee hereby voluntarily  
9 withdraws his request for a hearing in this matter.

10 3. This agreement constitutes the final written expression of all the terms agreed to  
11 by the parties and is a complete and exclusive statement of these terms.

12 4. Licensee admits to the violation set forth in AVN No. 22360. Specifically,  
13 licensee agrees that on or about June 9, 2007, Licensee allowed tobacco products to be sold by  
14 one of his employees to a person under the age of eighteen (18), in violation of RCW  
15 26.28.080. Licensee admits this is his third tobacco violation within a two-year period.

16 5. Licensee admits that subsequent to his request for a hearing in this matter, he  
17 sold the business to which the license was issued and admits that Licensee no longer operates  
18 under the license.

19 6. Enforcement records indicate that the business to which the license was issued  
20 still maintains the license and that the license was assumed by the new owners.

21 7. The parties agree that a six month suspension of the liquor license, while an  
22 allowable penalty under the law, is no longer an available option because licensee no longer  
23 operates under the license. The parties therefore agree that there will be no suspension  
24 imposed as a result of this violation.

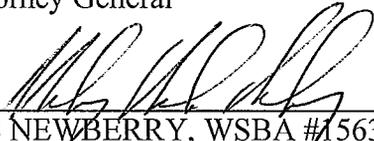
25 8. The parties agree that a maximum penalty of one thousand dollars (\$1000.00),  
26 while an allowable penalty under the law, is not necessary for deterrence because licensee no

1 longer operates under the license. The parties therefore agree that there will be a monetary  
2 penalty in the amount of two hundred dollars (\$200.00) imposed as a result of this violation.  
3 The parties also agree that if the \$200.00 is not paid within 30 days, then the Licensee shall be  
4 required to pay the maximum penalty of one thousand dollars (\$1000.00).

5 9. Licensee acknowledges that he has had a full and fair opportunity to review this  
6 agreement with his attorney, Leslie Clay Terry, and that he fully understands the terms of this  
7 agreement.

8 7. The parties recognize that this settlement agreement is subject to approval by  
9 the WASHINGTON STATE LIQUOR CONTROL BOARD.

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11 ROBERT M. MCKENNA  
12 Attorney General

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14 \_\_\_\_\_  
15 MB NEWBERRY, WSBA #15635  
16 Assistant Attorney General  
17 Attorneys for LCB Enforcement

12 MAY 2009  
\_\_\_\_\_  
DATE

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18 LESLIE CLAY TERRY, WSBA #8593  
19 Attorney for Licensee

APRIL 24, 2009  
\_\_\_\_\_  
DATE

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21 RICK DAMJI  
22 Licensee

APRIL 24, 2009  
\_\_\_\_\_  
DATE