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7 **BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD**

8 IN THE MATTER OF:

NO. T-602

9 SANT-BAHN ENTERPRISES, LTD
10 d/b/a 15TH STREET SHELL

FINAL ORDER OF THE BOARD
[PROPOSED]

11 5500 15th AVE NW
12 SEATTLE, WA 98107

13 UBI NO. 6015260470010005
14 TVN NO. 2K4051A

15 THIS MATTER having come before the Washington State Liquor Control Board
16 (Board) and the Washington State Liquor Control Board Education and Enforcement Division
17 (Enforcement) represented by its attorneys, ROBERT W. FERGUSON, Attorney General, and
18 SUSIE GILES-KLEIN, Assistant Attorney General, and the Licensee, SANT-BAHN
19 ENTERPRISES LTD d/b/a 15TH STREET SHELL, through its representative JARJINDER S.
20 JEMMU (Licensee), and the parties having voluntarily entered into a stipulated settlement
21 agreement for Case No. T-602, and the Board having considered the Stipulated Settlement
22 Agreement and Enforcement's memorandum recommending acceptance of the Settlement
23 Agreement, and the Board having had the opportunity to review the file materials maintained
24 in this case, now therefore:

25 IT IS HEREBY ORDERED that the Stipulated Settlement Agreement in the above-
26 captioned case is adopted in its entirety; and the complaint for Case No. T-602 is sustained.

FINAL ORDER OF THE BOARD
[PROPOSED]

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ATTORNEY GENERAL OF WASHINGTON
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
(360) 664-9006

SANT-BAHN ENTERPRISES LTD, d/b/a
15th STREET SHELL
LCB NO. T-602

1 Licensee shall pay two hundred dollars (\$200) no later than thirty (30) days after the date of
2 the Final Order of the Board. All payments shall be sent to:

3 Washington State Liquor Control Board
4 PO Box 43085
5 Olympia, WA 98504-3085

6 In the event the Licensee fails to make a full and timely payment, the Licensee shall serve a
7 suspension of its tobacco license, the dates and time of which shall be set by the Washington
8 State Liquor Control Board.

9 DATED this 2nd day of July, 2014.

10 WASHINGTON STATE LIQUOR CONTROL BOARD

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13 *D. J. K...*
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7 **BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD**

8 IN THE MATTER OF:

NO. T-602

9 **SANT-BAHN ENTERPRISES LTD. d/b/a**
10 **15TH STREET SHELL**

STIPULATED SETTLEMENT
AGREEMENT

11 **5500 15TH AVENUE NW**
12 **SEATTLE, WA 98107**

13 **LICENSEE**

14 **UBI NO. 6015260470010005**

15 The Washington State Liquor Control Board Education and Enforcement Division
16 (Enforcement) represented by its attorneys ROBERT W. FERGUSON, Attorney General and
17 SUSIE F. GILES-KLEIN, Assistant Attorney General, and the Licensee SANT-BAHN
18 ENTERPRISES LTD d/b/a 15TH STREET SHELL, through its representative, HARJINDER S.
19 JEMMU, hereby enter into this stipulated settlement agreement for Liquor Control Board Case
20 No. T-602.

21 **I. INTRODUCTION**

22 The Washington State Liquor Control Board, Enforcement and Education Division
23 charged the above-named Licensee, in Tobacco Violation Notice (TVN) No. 2K4051A with
24 the following alleged violation of the Washington State Liquor Control Board rules and
25 regulations:
26

1 On or about February 20, 2014, the above-named Licensee, or employee(s) thereof,
2 sold/supplied tobacco to a person under the age of eighteen (18) contrary to RCW 26.28.080,
3 and is subject to the penalties in RCW 70.155.100.

4 Enforcement and the Licensee wish to enter into a settlement agreement concerning the
5 above-referenced TVN.

6 II. AGREEMENT OF THE PARTIES

7 Enforcement and the Licensee agree to the following:

8 1. Enforcement and the Licensee enter into this agreement to avoid the time and
9 expense of further litigation. The Licensee explicitly waives the right of further administrative
10 review of all matters related to the above-referenced violation. The Licensee hereby voluntarily
11 withdraws its requests for a hearing in this matter.

12 2. This agreement constitutes the final written expression of all the terms of this
13 agreement and is a complete and exclusive statement of these terms.

14 3. The Licensee stipulates to the violation set forth above and referenced in the
15 TVN, specifically: On or about February 20, 2014, the above-named Licensee, or employec(s)
16 thereof, sold/supplied tobacco to a person under the age of eighteen (18) contrary to RCW
17 26.28.080, and is subject to the penalties in RCW 70.155.100.

18 4. The Licensee acknowledges this is the Licensee's second violation of this type
19 within a twenty-four (24) month period, which carries a standard monetary penalty of three
20 hundred dollars (\$300.00).

21 5. In consideration of the Licensee's agreement not to pursue further
22 administrative review, the Washington State Liquor Control Board (the "Board") agrees to
23 reduce the monetary penalty to \$200. This amount shall be paid within thirty (30) days of the
24 date of the final order of the Board. **Payment shall be made no later than 4:00 p.m. on the**
25 **applicable date and sent to:**

26 **Washington State Liquor Control Board**
P.O. Box 43085
Olympia, WA 98504-3085

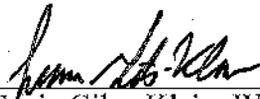
1 6. In the event that the Licensee does not make a timely payment, the Licensee
2 shall serve a suspension of its tobacco license, pursuant to RCW 70.155.100; the dates and
3 times of which shall be set by the Washington State Liquor Control Board.

4 7. The undersigned parties declare that the terms of this Settlement Agreement are
5 completely read, wholly understood, and voluntarily accepted for the purpose of making a full
6 and final compromise and settlement of any and all claims arising from the above referenced
7 TVN.

8 8. The parties recognize that this settlement agreement is subject to approval by
9 the Washington State Liquor Control Board.

10 STIPULATED AND AGREED TO by:

11
12 ROBERT W. FERGUSON
13 Attorney General

14 
15 _____
16 Susie Giles-Klein, WSBA #46608
17 Assistant Attorney General
18 Attorneys for Washington State
19 Liquor Control Board Education and
20 Enforcement Division

06/26/2014

DATE

21 
22 _____
23 Harjinder S. Jemmu, Representative for
24 Sant-Bhan Enterprises LTD,
25 d/b/a 15th Street Shell, Licensee

06/29/14

DATE



Washington State
Liquor Control Board

July 2, 2014

Harjinder Jemmu
Sant-Bahn Enterprises LTD
15th Street Shell
5500 15th Ave NW
Seattle, WA 98107-5201

Susie Giles-Klein, AAG
GCE Division, Office of Attorney General
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

RE: FINAL ORDER OF THE BOARD
Licensee: Sant-Bahn Enterprises LTD
Trade Name: 15th Street Shell
Location: 5500 15th Ave NW, Seattle, WA 98107-5201
License No. (UBI): 601 526 047 001 0005
LCB Hearing No. T-602
Tobacco Violation No. 2K4051A

Dear Parties:

Please find the enclosed Declaration of Service by Mail and a copy of the Final Order of the Board in the above-referenced matter, as well as a copy of the Stipulated Settlement Agreement.

The applicable monetary penalty was received on June 27, 2014. If you have any questions, please contact me at (360) 664-1602.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McCarroll".

Kevin McCarroll
Adjudicative Proceedings Coordinator

Enclosures (3)

cc: Federal Way and Mountlake Terrace Enforcement and Education Divisions, WSLCB
Jamie Marshall, Tobacco Violations Coordinator, WSLCB

WASHINGTON STATE LIQUOR CONTROL BOARD

IN THE MATTER OF:

SANT-BAHN ENTERPRISES LTD
d/b/a 15TH STREET SHELL
5500 15TH AVE NW
SEATTLE, WA 98107-5201
LICENSEE

UBI NO. 6015260470010005
TVN NO. 2K4051A

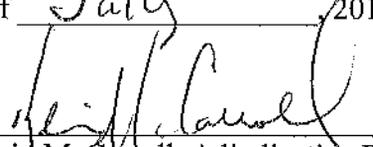
LCB NO. T-602

DECLARATION OF SERVICE BY
MAIL

I certify that I caused a copy of the FINAL ORDER OF THE BOARD in the above-referenced matter to be served on all parties or their counsel of record by US Mail Postage Prepaid via Consolidated Mail Service for Licensees; by Campus Mail for the Office of Attorney General, on the date below to:

HARJINDER JEMMU SANT-BAHN ENTERPRISES LTD d/b/a 15 TH STREET SHELL 5500 15 TH AVE NW SEATTLE, WA 98107-5201	OFFICE OF THE ATTORNEY GENERAL MAIL STOP 40100 GCE DIVISION SUSIE GILES-KLEIN, AAG
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DATED this 2nd day of July, 2014, at Olympia, Washington.


Kevin McCarroll, Adjudicative Proceedings Coordinator