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7 **WASHINGTON STATE OFFICE OF ADMINISTRATIVE HEARINGS**
8 **FOR THE LIQUOR AND CANNABIS BOARD**

9 In re the matter of:

10 KANZAMAN, LLC
11 dba PACIFIC NORTH WEST TOBACCO SHOP;
12 and NASER SARAMEH,

13 Licensees

14 License No. 084968
15 VPVN Nos. 5M0218A, 5M0253A, 5M1091A
16 Ticket No. 46742
17 UBI No. 604 177 713 001 0003.

OAH NOS. 12-2020-LCB-00911,
12-2020-LCB-00912,
12-2020-LCB-00913,
07-2021-LCB-00989

LCB NOS. T-27,458, T-27,459,
T-27,481 & T-27,582

STIPULATED SETTLEMENT
AGREEMENT

18 The Washington State Liquor and Cannabis Board (Board), Enforcement and Education
19 Division (Enforcement), represented by its attorneys ROBERT W. FERGUSON,
20 Attorney General, and JASON W. MILLER, Assistant Attorney General; the Licensee
21 KANZAMAN, LLC dba PACIFIC NORTH WEST TOBACCO SHOP (Current Licensee) and
22 its employee, NASER SARAMEH, who are jointly represented by their attorney
23 RYAN SMOLINSKY of OVERCAST LAW OFFICES; and PACIFIC NORTH WEST
24 TOBACCO SHOP LLC (Prospective Licensee) through its registered agent,
25 RANDAH SARAMEH; all hereby enter into this Stipulated Settlement Agreement for Liquor
26 and Cannabis Board Case Nos. T-27,458; T-27,459; T-27,481; & T-27,582.

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STIPULATED SETTLEMENT
AGREEMENT

I. INTRODUCTION

In Administrative Violation Notice (AVN) Nos. 5M0218A, 5M0253A, and 5M1091A, Enforcement charged the Current Licensee or its employee with the following alleged violations of the Washington State Liquor and Cannabis Board's rules and regulations:

1. On or about August 5, 2020 the above-named Licensee or its employee violated RCW 26.28.080(1) by selling, giving, or permitting the sale of tobacco and/or a vapor product to a person under the age of twenty-one years. The Licensee is thus subject to a six hundred dollar (\$600) monetary penalty under RCW 70.155.100(3) and WAC 314-35-075 for committing this second sale-to-minor violation within a three-year window. The employee, NASER SARAMEH, is also individually subject to a two hundred dollar (\$200) monetary penalty under RCW 70.155.100(5)(a) for committing his second sale-to-minor violation.
2. On or about September 9, 2020, the above-named Licensee violated RCW 26.28.080(1) by selling, giving, or permitting the sale of tobacco and/or a vapor product to a person under the age of twenty-one years. The Licensee is thus subject to a two thousand dollar (\$2,000) monetary penalty and a six (6) month suspension of the license under RCW 70.155.100(3) and WAC 314-35-075 for committing its third sale-to-minor violation within a three-year window.
3. On or about April 1, 2021 the above-named Licensee violated RCW 26.28.080(1) by selling, giving, or permitting the sale of tobacco and/or a vapor product to a person under the age of twenty-one years. The Licensee is thus subject to a three thousand dollar (\$3,000) monetary penalty and a twelve (12) month suspension of its license under RCW 70.155.100(3) and WAC 314-35-075 for committing its fourth sale-to-minor violation within a three-year window.

The Current Licensee, along with its individual employee, timely requested a hearing to challenge all alleged violations. The Office of Administrative Hearings consolidated all four matters into a single hearing since they involve the same parties and similar alleged violations. Over the course of litigation, the Prospective Licensee applied to assume License No. 084968 from Current Licensee, associated with retail business location of 307 Ferry St, Wenatchee, WA 98801. The Prospective Licensee's assumption application has remained on administrative hold for the pendency of these consolidated matters.

A status conference is currently scheduled for June 6, 2022, with an evidentiary hearing currently scheduled for June 13-15, 2022.

II. AGREEMENT OF THE PARTIES

Enforcement, the Current Licensee, Naser Sarameh, and the Prospective Licensee enter into this agreement to avoid the time and expense of further litigation. The parties agree to the following:

1. The Current Licensee stipulates and fully admits to all of the violations set forth in Section I above and referenced in the AVNs. The Licensee understands these violations will constitute violation history for the Current Licensee.

2. Individual employee NASER SARAMEH stipulates and fully admits to all of the violations set forth in Section I.1 above and referenced in AVN 5M0218A. NASER SARAMEH understands that this violation will be considered violation history for the purposes of RCW 70.155.100.

3. The Current Licensee and NASER SARAMEH explicitly waive the right to further administrative review of all matters related to the above-referenced AVN, and voluntarily withdraw their request for a hearing in these matters.

4. The Current Licensee also acknowledges that these sale-to-minor violations were the second, third, and fourth Category 1 violations on License No. 084968 within a three-year period. Altogether, these violations would result in a standard penalty of an eighteen (18) month license suspension and five-thousand six-hundred dollar (\$5,600) monetary fine to the Current Licensee, with NASER SARAMEH subject to a two-hundred dollar (\$200) monetary penalty.

5. The Current Licensee agrees to transfer ownership of all assets connected to this licensed business to the Prospective Licensee within 60 days from the latter of the two following occurrences: a) the date of the issuance of the final order of the Board, and b) the date of the WSLCB Licensing and Regulation Division's final approval of the Prospective Licensee's application for assumption of License No. 084968. The Current Licensee further agrees to personally abide by the terms of § II.6.a *infra*.

1 6. The Prospective Licensee recognizes the serious nature of the violations set forth
2 in Section I *supra*. Further, the Prospective Licensee acknowledges that the sale of tobacco
3 products to underage persons poses a serious threat to public health and safety. Upon assumption
4 of License No. 084968, the Prospective Licensee intends to run an entirely new business and
5 will take affirmative steps to prevent any future sale-to-minor violations under this license.
6 To that end, the Prospective Licensee specifically agrees to the following additional terms:

7 a. The Prospective Licensee agrees that the Current Licensee's primary owner,
8 ABDEL MAJEED SARAMEH:

- 9 i) shall not be employed by the Prospective Licensee in any capacity;
10 ii) shall not exercise any managerial authority or control over the
11 Prospective Licensee's business operations; and,
12 iii) shall not otherwise become a "true party of interest" for the
13 Prospective Licensee.

14 The term "true party of interest" shall have the same meaning as it does in
15 WAC 314-07-035. The Prospective Licensee agrees to accept the aggravated penalty,
16 described in § II.6.c *infra*, for any violation of this paragraph that occurs within a three
17 (3) year period beginning on the date the final order of the Board is issued.

18 b. The Prospective Licensee agrees to accept the aggravated penalty, described in
19 § II.6.c *infra*, for any sale of a tobacco or vapor product that occurs on the licensed
20 premises in violation of RCW 26.28.080 within a three (3) year period beginning on the
21 date the final order of the Board is issued.

22 c. Aggravated Penalty: The Prospective Licensee agrees that the penalty for any
23 violation of preceding terms in §II.6.a or §II.6.b shall be **license revocation with no**
24 **possibility of reinstatement for a period of five (5) years** from the date of revocation,
25 consistent with RCW 70.155.100(3)(a)(v). In assessing this penalty, the recent history of
26 sale-to-minor violations using License No. 084968 is appropriately considered as an
aggravating factor under WAC 314-35-070(3).

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1 d. The Prospective Licensee may request an adjudicative proceeding, pursuant to
2 RCW 69.50.334, to contest any alleged violations charged pursuant to subsection § II.6.
3 However, the issues considered at that adjudicative proceeding are limited to disputes
4 over the facts of the alleged violation, not the appropriateness of the aggravated penalty.

5 7. In consideration of the Current Licensee's agreement to not to pursue further
6 administrative review and transfer all assets connected to this licensed business to the
7 Prospective Licensee, Enforcement agrees to waive the eighteen (18) month suspension period.
8 Following the issuance of a final order of the Board that approves this settlement, Enforcement
9 shall promptly release its administrative hold on the Prospective Licensee's application for
10 assumption of License No. 084968. However, final approval of the Prospective Licensee's
11 assumption application is at the sole discretion of the WSLCB Licensing and Regulation
12 Division. The intent of this paragraph is to allow the retail business at the 307 Ferry St,
13 Wenatchee, WA 98801 location to continue to operate while the assumption application is under
14 review.

15 8. The Current Licensee agrees to pay a total monetary penalty of five-thousand
16 eight-hundred dollars (\$5,800) in this case within ninety (90) days of the issuance of the final
17 order of the Board. The Licensee agrees to pay the monetary penalty in three (3) monthly
18 installments, due at thirty (30) day intervals from the issuance of the final order of the Board.

19 Installment payments must be received by the Board as follows:

- 20 • First Installment of \$1,900 is due thirty (30) days after final order,
- 21 • Second Installment of \$1,900 is due sixty (60) days after final order, and
- 22 • Third Installment of \$2,000 is due ninety (90) days after final order.

23 **All payments shall be made in the form of a check or money order payable to Washington**
24 **State Liquor and Cannabis Board, shall reference T-27,458, T-27,459, T-27,481 &**
25 **T-27,582, and be sent to:**

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

1 9. Time is of the essence. Should the Current Licensee fail to make a payment as
2 described in § II.8 *supra*, either in full or any part thereof, the entire amount of the total monetary
3 penalty, \$5,800, will be immediately due and owing and must be paid in full within fourteen (14)
4 days of the due date of the missing payment. Should the Current Licensee fail to timely pay the
5 total penalty amount of \$5,800 within ninety (90) days of the issuance of the final order of the
6 Board, the original penalty of eighteen (18) month suspension shall immediately be imposed on
7 License No. 084968, without further Board action. The Prospective Licensee accepts
8 responsibility to fulfill all penalty obligations in the event the Current Licensee fails to timely
9 complete payment. The Prospective Licensee also accepts the eighteen (18) month suspension
10 for the Current Licensee's failure to pay or its failure to pay.

11 10. The undersigned parties declare that the terms of this Stipulated Settlement
12 Agreement are completely read, wholly understood, and voluntarily accepted for the purpose of
13 making a full and final compromise and settlement of any and all claims arising from the above
14 referenced AVNs and subsequent litigation. The undersigned parties further declare that they
15 have had ample time to review the terms of this agreement or consult with independent legal
16 counsel, if desired.

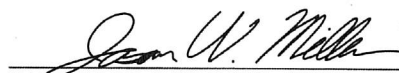
17 11. This agreement consists of seven (7) pages, and sets forth in full all the terms and
18 conditions agreed upon and stipulated to by the parties. There are not any other agreements,
19 representations, promises or stipulations, verbal or otherwise, not contained in this written
20 stipulation settlement agreement regarding the subject matter of this agreement.

21 12. Each individual signing this Stipulated Settlement directly and expressly warrants
22 that they have been given and accepted the authority to sign and execute the documents on behalf
23 of the party for whom it is indicated they have signed, and further has been expressly given and
24 received and accepted authority to enter into a binding agreement on behalf of such party with
25 respect to the matters concerned herein and as stated herein. A signature transmitted by facsimile
26 or as a pdf copy to electronic mail shall be treated as original for all purposes.


13. The parties recognize that this Stipulated Settlement Agreement is subject to approval by the Board. The parties understand and agree that counsel for Enforcement and Board staff may communicate directly and confidentially with the Board regarding this proposed Stipulated Settlement Agreement, without notice to or participation by the parties or their counsel. The parties further understand and agree that any such communication is confidential and not discoverable through litigation discovery or a request for public records. The parties understand and agree that if the Board does not adopt this Stipulated Settlement Agreement as its Final Order, this agreement shall be of no force or effect and, except for this paragraph, shall be inadmissible in any legal action between the parties. The parties understand and agree that neither the Board nor the assigned Assistant Attorney General shall be disqualified from further action in this case by having communicated with each other or by the Board's consideration of the proposed Stipulated Settlement Agreement.

STIPULATED AND AGREED TO BY:

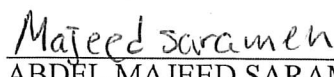
ROBERT W. FERGUSON
Attorney General


JASON W. MILLER, WSBA # 56675
Assistant Attorney General
Attorneys for the Washington State
Liquor and Cannabis Board,
Enforcement and Education Division

07/12/2022
DATE


RYAN SMOLINSKY, WSBA# 46521
Overcast Law Offices
Attorney for Licensee

6/27/2022
DATE


ABDEL MAJEED SARAMEH
Licensee Representative

7-5-2022
DATE

1 Naser Saramel

2 NASER SARAMEH
3 Licensee Employee

DATE 7-5-2022

4 Randah Saramel

5 RANDAH SARAMEH
6 Registered Agent for
Pacific North West Tobacco Shop LLC

DATE 6/30/22

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7 **WASHINGTON STATE OFFICE OF ADMINISTRATIVE HEARINGS**
8 **FOR THE LIQUOR AND CANNABIS BOARD**

9 In re the matter of:

10 KANZAMAN, LLC
11 dba PACIFIC NORTH WEST TOBACCO
12 SHOP; and NASER SARAMEH,

Licensees

13 License No. 084968
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Ticket No. 46742
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OAH NOS. 12-2020-LCB-00911,
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07-2021-LCB-00989

LCB NOS. T-27,458, T-27,459,
T-27,481 & T-27,582

FINAL ORDER OF THE BOARD

~~PROPOSED~~

15 THESE MATTERS having come before the Washington State Liquor and Cannabis
16 Board (Board), on a Stipulated Settlement Agreement submitted by the Washington State Liquor
17 and Cannabis Board Enforcement and Education Division (Enforcement), represented by its
18 attorneys ROBERT W. FERGUSON, Attorney General, and JASON W. MILLER, Assistant
19 Attorney General; the Licensee KANZAMAN, LLC dba PACIFIC NORTH WEST TOBACCO
20 SHOP (Current Licensee) and its employee, NASER SARAMEH, who are jointly represented
21 by attorney RYAN SMOLINSKY of OVERCAST LAW OFFICES; and PACIFIC NORTH
22 WEST TOBACCO SHOP LLC (Prospective Licensee) through its registered agent,
23 RANDAH SARAMEH. The Board having considered the Stipulated Settlement Agreement and
24 Enforcement's memoranda recommending acceptance of the Settlement Agreement, and the
25 Board having had the opportunity to review the file materials maintained in this case, now
26 therefore:

FINAL ORDER OF THE BOARD

~~PROPOSED~~

1 IT IS HEREBY ORDERED the Board accepts, adopts, and incorporates herein by
2 reference the Stipulated Settlement Agreement between Enforcement, the Current Licensee, and
3 the Prospective Licensee in the above-captioned matters and further that the violations charged
4 in Administrative Violation Notice (AVN) Nos. 5M0218A, 5M0253A, 5M1091A and associated
5 Case Nos. T-27,458; T-27,459; T-27,481; & T-27,582, issued by the Board in the above-
6 captioned matter, are sustained.

7 IT IS FURTHER ORDERED that the Current Licensee will pay a total monetary penalty
8 of \$5,800 in this case within ninety (90) days of the issuance of the final order of the Board. The
9 monetary penalty is to be paid in three (3) monthly installments, due at thirty (30) day intervals
10 from the issuance of the final order of the Board. The installment payments must be received by
11 the Board as follows:

- 12 • First Installment of \$1,900 is due thirty (30) days after final order,
- 13 • Second Installment of \$1,900 is due sixty (60) days after final order, and
- 14 • Third Installment of \$2,000 is due ninety (90) days after final order.

15 **All payments shall be made no later than 4:00 p.m. on the applicable date and sent to:**

16 **Washington State Liquor and Cannabis Board**
17 **P.O. Box 43085**
18 **Olympia, WA 98504-3085**

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1 IT IS FURTHER ORDERED that both the Current Licensee and the Prospective
2 Licensee shall comply with the terms of the Stipulated Settlement Agreement. Failure to
3 comply with the agreement or this order may result in additional penalties.

4 DATED this 26 day of July, 2022.

5 WASHINGTON STATE LIQUOR AND CANNABIS BOARD

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Washington State
Liquor and Cannabis Board

July 26, 2022

Ryan Smolinsky
Attorney for Parties
Overcast Law Offices
23 S Wenatchee Ave, Ste 320
Wenatchee, WA 98801-2263

Jason Miller, AAG
GCE Division, Office of Attorney General
Jason.miller@atg.wa.gov

RE: FINAL ORDER OF THE BOARD
Licensee: Kanzaman, LLC
Trade Pacific North West Tobacco Shop
Employee: Naser Sarameh
License No. 084968
LCB No. T-27,458, T-27,459, T-27,481 & T-27,582
TVN No. 5M0218A, 5M0253A & 5M1091A
OAH No. 12-2020-LCB-0911, 12-2020-LCB-0912, 12-2020-LCB-00913
& 07-2021-LCB-00989
UBI: 604 177 713 001 0003

Dear Parties:

Please find the enclosed Final Order of the Board and Declaration of Service by Mail in the above-referenced matter, as well as a copy of the Stipulated Settlement Agreement. **The first applicable monetary penalty is due by Thursday, August 25, 2022. The second applicable monetary penalty is due by Monday, September 26, 2022. The last applicable monetary penalty is due by Monday, October 24, 2022.** The address for payments is WSLCB, P.O. Box 43085, Olympia, WA 98504-3085. Please label the check with your UBI Number and Tobacco Violation Notice Number (TVN) listed above. If you have any questions, please contact me at 360-664-1709.

Sincerely,

Marie Atse
Adjudicative Proceedings Program Specialist

Enclosures (3)

cc:

Deputy Director Hood, WSLCB Director Office	Officer Hobbs, WSLCB Enforcement
Director Brady, WSLCB Enforcement	Patrick McMillen, WSLCB Enforcement
Deputy Chief Rupke, WSLCB Enforcement	Michelle Corey, WSLCB Enforcement
Captain Rehfield, WSLCB Enforcement	Tarin Mires, WSLCB Enforcement
Lieutenant Anderson, WSLCB Enforcement	Lisa Red, WSLCB Enforcement

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

IN THE MATTER OF:

KANZAMAN, LLC
d/b/a PACIFIC NORTH WEST
TOBACCO SHOP

511 VALLEY MALL PKWY
BLDG D-10
WENATCHEE, WA 98802

LICENSEE

TVN NO. 5M0218A, 5M0253A &
5M1091A
UBI No. 604 177 713 001 0003

LCB NO. T-27,458, T-27,459, T-27,481
& T-27,582

OAH NO. 12-2020-LCB-0911,
12-2020-LCB-0912,
12-2020-LCB-00913
& 07-2021-LCB-00989

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 Applicants and Licensees and by electronic mail for WSLCB offices and state offices on the date below to:

RYAN SMOLINSKY ATTORNEY FOR PARTIES OVERCAST LAW OFFICES 23 S WENATCHEE AVE, STE 320 WENATCHEE, WA 98801-2263	OFFICE OF THE ATTORNEY GENERAL JASON MILLER, ASSISTANT ATTORNEY GENERAL JASON.MILLER@ATG.WA.GOV
KANZAMAN, LLC d/b/a PACIFIC NORTH WEST TOBACCO SHOP 511 VALLEY MALL PKWY BLDG D-10 WENATCHEE, WA 98802	KANZAMAN, LLC d/b/a PACIFIC NORTH WEST TOBACCO SHOP 307 FERRY ST WENATCHEE, WA 98801-3516
NASER SARAMEH 1018 CRAWFORD AVE WENATCHEE, WA 98801	

DATED this 26 day of July, 2022, at Olympia, Washington.

Marie Atse
Marie Atse, Adjudicative Proceedings Program Specialist