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**STATE OF WASHINGTON  
GAMBLING COMMISSION**

In the Matter of:  BRICKHOUSE, LLC, d/b/a, DUB PUB,  <p style="text-align: center;">Applicant.</p>		NO. CR 2017-00022  SETTLEMENT AGREEMENT
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The Washington State Gambling Commission (Commission) through David Trujillo, Director, and the applicant, Brickhouse LLC, (Applicant) d/b/a Dub Pub in Kirkland, Washington represented by Lee C. Dumas, Owner/Shareholder, enter into this Settlement in Lieu of License Denial to resolve the administrative violations in Case Number 2017-00022.

**I. INTRODUCTION**

1. Applicant Dub Pub, 11516 124<sup>th</sup> Ave. NE, Kirkland, Washington, submitted an application on December 8, 2016, to Washington State Gambling Commission for License Number 00-23844, Authorizing Class “D” Punchboard/Pull-Tab Activity.

2. The Applicant was subject to state gambling laws and Commission Rules at all times before and during the application process.

3. The Applicant failed to obtain its Class “D” Punchboard/Pull-Tab license after it purchased the business, Dub Pub, and before selling pull-tabs or purchasing new pull-tab games.

**II. RELEVANT FACTS SUPPORTING APPLICATION DENIAL**

1. On December 8, 2016, the Gambling Commission received a Class “D” Punchboard/Pull-Tab Application from Dub Pub. The application indicated that Dub Pub was previously licensed, and that a purchase of the business was finalized.





1 b. The Applicant shall pay the total penalty of \$5,028.00 no later than **March 17,**  
2 **2017**, by mailing payment to Commission Headquarters at the following address:

3 **Washington State Gambling Commission**  
4 Attn: Licensing, Regulation & Enforcement Division  
5 P.O. Box 42400  
6 Olympia, WA 98504-2400;

7 or **delivering** (in person or via private courier) payment to Commission  
8 Headquarters at the following address:

9 Washington State Gambling Commission  
10 Attn: Licensing, Regulation & Enforcement Division  
11 4656 7<sup>th</sup> Avenue SE  
12 Lacey, WA 98503

13 c. If Brickhouse, LLC makes its payment by the date agreed to in this settlement,  
14 this matter will be deemed closed and staff will forward its application to the  
15 Commissioners for approval. If the Applicant fails to timely make its payment, staff  
16 will not recommend approval of the license application, and Brickhouse, LLC's  
17 application will not be forwarded to the Commission for approval.

18 6. The parties agree that the remaining ten (10) days of the suspension will be  
19 deferred for one (1) year from the date the applicant's Punchboard/Pull-Tab license is approved  
20 by the Commission.


21 7. The Applicant shall not violate Washington's gambling statutes or rules during  
22 the one (1) year deferment period. If the Applicant violates any statutes or rules that warrant the  
23 filing of administrative charges, then the Director may impose any or all of the ten (10) days  
24 deferred suspension on its gambling license and any subsequently acquired gambling licenses.  
25 Otherwise, the ten (10) days deferred suspension will be dismissed by the Commission after the  
26 one (1) year period and no violations of any gambling statutes or rules.

8. The parties agree that the Director of the Washington State Gambling  
Commission, pursuant to this Settlement, has sole discretion to determine whether the licensee  
has violated any term of this Settlement. In the event the Director determines a violation has

1 occurred, he may suspend the licenses issued to Seven Diamonds by mailing or delivering a  
2 Notice of Order of Administrative Charges to the licensee. In addition to the consequences of  
3 the new violation, the licensee shall serve all, or part of the deferred sentence. The licensee shall  
4 have the opportunity to request an adjudicative proceeding, which includes a hearing on the  
5 alleged violations.

6 9. This Agreement constitutes the final written expression of all the terms of this  
7 Agreement and is a complete and exclusive statement of these terms.

8 10. The undersigned parties declare that the terms of this Settlement Agreement are  
9 completely read, wholly understood, and voluntarily accepted for the purpose of making a full  
10 and final compromise and settlement of any and all violations arising from the above-referenced  
11 Complaint.

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13 \_\_\_\_\_  
14 LEE C DUMAS  
15 Representative for Brickhouse, LLC,  
16 d/b/a Dub Pub

17 3/10/17  
18 \_\_\_\_\_  
19 DATE

20   
21 \_\_\_\_\_  
22 DAVID TRUJILLO  
23 Director  
24 Washington State Gambling Commission

25 3/13/2017  
26 \_\_\_\_\_  
DATE