

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

**STATE OF WASHINGTON
GAMBLING COMMISSION**

In the Matter of:

NO. CR 2017-00351

EVERETT YOUTH HOCKEY
BOOSTER CLUB
License No. 02-09320

SETTLEMENT AGREEMENT

Licensee.

The Washington State Gambling Commission (Gambling Commission) through David Trujillo, Director, and Licensee Everett Youth Hockey Booster Club, through Erica W. Temple, attorney for Licensee, enter into this stipulation and settlement agreement for Case Number 2017-00351.

I. INTRODUCTION

1. The Washington State Gambling Commission issued Licensee Everett Youth Hockey Booster Club a gambling license, License No. 02-09320, authorizing Class "F" Raffle Activity in the State of Washington. This license expires on June 30, 2019.

2. On April 11, 2018, the Gambling Commission issued administrative charges against the Licensee in the above-reference case number.

3. In its administrative charges, the Commission alleges that two of the Licensee's board members operated unlawful raffles under a separate trade name of Everett Youth Hockey. These unlawful raffles occurred from approximately January 2015 until January 2018 and were not operated pursuant to Washington State's raffle laws and rules. Additionally, these raffle

SETTLEMENT AGREEMENT

EVERETT YOUTH HOCKEY BOOSTER
CLUB
NO. CR 2017-00351

Washington State Gambling Commission
4565 7th Avenue S.E., Lacey, WA 98503
P O Box 42400
Olympia, WA 98504

1 Commission to vacate an order of suspension for thirty (30) days or less upon payment of a
2 monetary penalty set by the Commission.

3 7. The Gambling Commission agrees that the Licensee's transition plan
4 incorporated as Attachment A to this settlement is acceptable and is evidence considered to
5 mitigate the penalty in this matter.

6 8. Pursuant to this settlement and RCW 9.46.077, the parties agree the Gambling
7 Commission will vacate fifteen (15) days of suspension upon payment of the monetary penalty
8 identified in Section II, Paragraph 9.

9 9. The Licensee agrees to pay a \$40,000.00 monetary penalty for the above vacated
10 fifteen (15) days suspension. This monetary penalty will be paid in twelve (12) monthly
11 installments. The first eleven payments will be \$3,333.33 per installment and the final twelfth
12 installment will be a payment of \$3,333.37. The installments will be due the 1st of each month
13 starting the month after the settlement is signed by all parties.

14 10. The monetary penalty installment payments in Section II, Paragraph 9 shall be
15 sent to:

16 Mail:
17 Washington State Gambling Commission
18 P.O. Box 42400
Olympia, WA 98504

19 or

20 In-person delivery:
21 Washington State Gambling Commission
4565 7th Avenue S.E.
Lacey, WA 98503

22 11. In the event that the Licensee does not make full and timely payment of the
23 monetary penalty as required in Section II, Paragraph 9, then the Licensee shall serve the vacated
24 fifteen (15) suspension days, the dates and time of which shall be set by the Gambling
25 Commission Director.

1 12. The Parties agree the remaining fifteen (15) days of the suspension will be
2 deferred for one (1) year beginning the date of the last signature on this agreement.

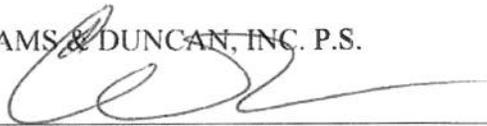
3 13. Licensee agrees that it will not commit any further administrative violations and
4 will attempt to substantially complete most, if not all, of its transition plan during the one (1)
5 year deferment period.

6 14. The parties agree that the Director of the Washington State Gambling
7 Commission, pursuant to this Settlement, has sole discretion to determine whether the Licensee
8 has violated any term of this Settlement.

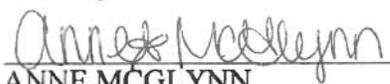
9 15. In the event the Director determines a violation of this settlement agreement has
10 occurred, the parties agree that the Director may suspend the license(s) issued to the Licensee or
11 any future name of the licensed organization, and/or impose a monetary penalty, by mailing or
12 delivering a notice of the suspension and/or monetary penalty to Licensee.

13 16. This Agreement constitutes the final written expression of all the terms of this
14 Agreement and is a complete and exclusive statement of these terms.

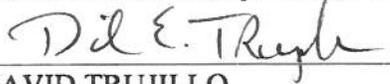
15 17. The undersigned parties declare that the terms of this Agreement are completely
16 read, wholly understood, and voluntarily accepted for the purpose of making a full and final
17 compromise and settlement of any and all violations arising from case CR 2017-00314.

18
19 ADAMS & DUNCAN, INC. P.S.
20 
21 ERICA W. TEMPLE, WSBA #28458
Attorney for Licensee

10/8/18
DATE

22 
23 ANNE MCGLYNN
President, Board of Directors
Everett Youth Hockey Booster Club

10/08/2018
DATE

24 
25 DAVID TRUJILLO
Director
26 Washington State Gambling Commission

10/9/18
DATE