

**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

IN RE THE ALCOHOL LICENSES OF PJW, LLC

AGENT: JEN THOMAS
d/b/a CHADWICK'S
413 W. COLLEGE AVE.
APPLETON, WI 54911

STIPULATION

The City of Appleton, by Assistant City Attorney, Darrin Glad and PJW, LLC by its agent Jen Thomas, hereby stipulate and agree as follows:

1. That PJW, LLC and Jen Thomas as agent, are the licensees of "Class B" and Class "B" licenses issued pursuant to Chapter 125, Wisconsin Statutes, and Appleton City Ordinances ("ACO") in conformity therewith, for the licensed premises known as Chadwick's, located at 413 W College Ave, in the City of Appleton, Outagamie County, Wisconsin.
2. That the following violations of the ACO have been committed at the licensed premises within the last thirty-six (36) months with all resulting in convictions:
 - a. Underage Person Consuming Alcohol with a date of conviction of November 11, 2022. Eighty (80) Demerit Points are associated with this conviction.
 - b. Sale of an Alcoholic Beverage to an Underage Person with a date of conviction of January 25, 2023. Eighty (80) Demerit Points are associated with this conviction.
 - c. Underage Person on the Licensed Premises with a date of conviction of March 8, 2023. Eighty (80) Demerit Points are associated with this conviction.
3. That the foregoing are all violations of the ACO adopted pursuant to Sec. 125.10, Wisconsin Statutes, and could form the basis for suspension or revocation of both the Class "B" and "Class B" licenses issued to PJW, LLC.

4. That the foregoing convictions are substantially related to the licensed activities.
5. A Complaint Seeking Suspension of Alcohol Licenses of PJW, LLC was filed with the City of Appleton Clerk's Office on April 20, 2023.
6. The Summons and a copy of said Complaint were personally served on Jen Thomas as agent of PJW, LLC on April 20, 2023, requiring their appearance at the Safety and Licensing Committee on April 26, 2023, to show cause as to why the licenses should not be suspended or revoked.
7. That Jen Thomas understands and acknowledges that she has the right to a hearing prior to the City of Appleton suspending or revoking the Class "B" and / or "Class B" licenses issued to PJW, LLC and freely and voluntarily waives that right to a hearing as consideration for this Agreement.

NOW THEREFORE, based upon the foregoing it is AGREED by the parties:

8. That PJW, LLC does not contest the allegations in the Complaint and therefore agrees that the Safety and Licensing Committee shall find the complaint to be true.
9. That PJW, LLC does not contest any of the point assessments set forth in this Agreement.
10. The City of Appleton agrees to hold in abeyance the application of the eighty (80) demerit points associated with the March 8, 2023, conviction against the licensee, PJW, LLC, for a two-year period from the date this Agreement is approved by the Appleton Common Council, subject to the license holder complying with the terms of this Agreement, Appleton City Ordinances ("ACO"), and laws of the State of Wisconsin.
11. That the City of Appleton and PJW, LLC together agree to the immediate imposition of 160 points assessed against the licensed establishment, Chadwick's. As such, the parties jointly agree that the licensed establishment, Chadwick's, shall have their **license suspended for a period of ten (10) days** pursuant to ACO 9-54.
12. That PJW, LLC shall serve its suspension beginning on May 14, 2023, through May 23, 2023 (inclusive).
13. That the licensee, agents, and employees thereof will comply with all City of Appleton Ordinances and laws of the State of Wisconsin including, but not limited to, Department of Revenue requirements.
14. That the failure to comply with this Agreement within two years of the date that this Agreement is adopted by the Common Council shall result in the uncontested imposition and reinstatement of the 80 demerit points held in abeyance as set forth in this Agreement. "Failure to comply with this Agreement" means that there is

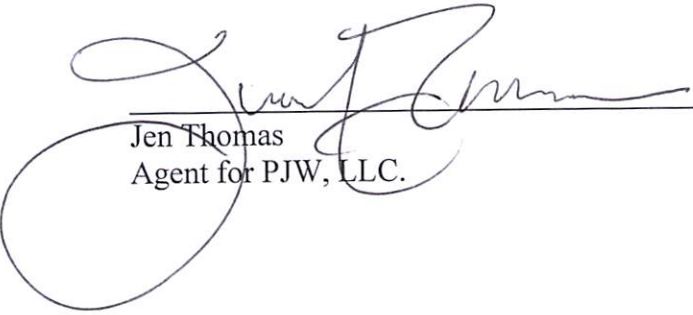
proof to the level of probable cause that any violation which, upon conviction, would result in any amount of demerit points as set forth within ACO Sec. 9-54.

15. That the City of Appleton will be prohibited from using the demerit points held in abeyance if there is no failure to comply with this Agreement by PJW, LLC during the term of this Agreement.
16. That this Agreement, including but not limited to the contingencies placed on the subject liquor licenses, shall remain binding upon PJW, LLC, its agents, and any successors, assigns, transferees and the like thereof unless expressly waived by the City of Appleton Common Council.
17. That except where otherwise indicated, the terms of this Agreement shall remain in effect for a period of two years from the date it is approved by the Appleton Common Council.
18. That this Agreement satisfies the statutory requirements of:
 - a. Notice of suspension to licensee, and
 - b. The Safety and Licensing Committee's Report to the Common Council, including Findings of Fact, Conclusions of Law, and its recommendation for Suspension.
19. That PJW, LLC and Jen Thomas as agent therefor have had the opportunity to review and discuss this Agreement with counsel or have decided to forego that opportunity and, in either case, enter this Agreement freely and voluntarily.



Darrin Glad, Assistant City Attorney
City of Appleton
CityLaw #A23-0756.dg

Date: 4/20/2023



Jen Thomas
Agent for PJW, LLC.

Date: 4/20/2023

APPROVED BY APPLETON COMMON COUNCIL ON : _____