

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
233 RICHMOND STREET
PROVIDENCE, RHODE ISLAND 02903

IN THE MATTER OF	:	
	:	
NOCERA'S LIQUORS, INC.	:	DBR No. 08-18
	:	
RESPONDENT.	:	
	:	

CONSENT AGREEMENT

It is hereby agreed between the Commercial Licensing and Racing & Athletics Division ("Division") of the Department of Business Regulation ("Department") and Nocera's Liquors ("Respondent") as follows:

1. Respondent holds a Class A license for the retail sale of alcoholic beverages pursuant to R.I. Gen. Laws § 3-7-3.

2. R.I. Gen. Laws § 3-5-21 provides that every license is subject to revocation or suspension and a licensee is subject to fine by the Department, on its own motion, for breach by the holder of the license of the conditions on which it was issued or for violation by the holder of the license of any statute, rule or regulation applicable.

3. R.I. Gen. Laws § 3-7-3 provides, in pertinent part:

The holder of a Class A license, if other than a person entitled to retail, compound, and dispense medicines and poisons, shall not on the licensed premises engage in any other business, keep for sale or sell any goods, wares, merchandise or any other article or thing except the beverages authorized under this license and nonalcoholic beverages.

4. During an inspection on May 2, 2008, an inspector from the Division found ping-pong balls for sale on the premises of Nocera's Liquors in violation of R.I. Gen. Laws § 3-7-3.

5. R.I. Gen. Laws § 3-8-15 requires that (i) every Class A retailer of kegs of beer shall affix a removable label to each keg of beer sold which shall contain the name, address, date of birth, type of identification document used to verify the date, and the last four (4) digits of the identification number of the document, of the person purchasing the keg; (ii) shall maintain a copy of the keg label in a keg sales book; and (iii) shall note on that copy of the keg label whether the keg was returned with the keg label or not returned at all.

6. During the May 2, 2008 inspection, the Division's inspector removed the licensee's Keg Book from the premises.

7. Upon inspection of the Keg Book, the Division's inspector found twelve (12) violations of R.I. Gen. § 3-8-15, specifically, that twelve (12) entries to the Keg Book failed to provide either a name or an address of the purchaser.

8. Based on the foregoing, the Department has sufficient cause to impose an administrative penalty for violations of R.I. Gen. Laws §§ 3-7-3 and 3-8-15 pursuant to R.I. Gen. Laws § 3-5-21.

9. In an effort to resolve the above-referenced violation and allow Respondent to maintain its license in good-standing, Respondent agrees to the following:

a. Respondent understands that the Department is charged with protecting the public by ensuring that its Licensees are competent and trustworthy

and are reasonably familiar with the statutes and law relating to alcoholic beverages;

b. Respondent admits that the allegations contained herein are true, and agrees to take all necessary action as delineated in this Consent Agreement in order to maintain its license in good-standing;

c. Respondent shall upon signing this Consent Agreement, pay an administrative penalty in the amount of \$6,500.00, to the Department;

d. Respondent agrees to install ID Scanner with Age Verification software type device by August 1,2008;

e. Respondent agrees that he and all current and future employees will enroll in a "TIPS" type class. Respondent and current employees will enroll by September 1, 2008; and

f. Respondent agrees to voluntarily waive its right to a hearing and voluntarily waives its right to appeal to Superior Court.

10. If Respondent fails to comply with the terms of this Consent Agreement, the Department reserves its right to initiate the administrative hearing process to suspend or revoke Respondent's license pursuant to R.I. Gen. Laws §§ 3-5-21 and 42-35-9.

Dated as of the 15th day of June, 2008

Maria L. D'Alessandro

Maria L. D'Alessandro, Associate Director
Of Commercial Licensing and Racing and
Athletics

Niall Murphy
Niall Murphy

On this 17TH day of June, 2008 appeared before me
Niall Murphy who executed the foregoing Consent
Agreement and who duly acknowledged to me that he was authorized to do so.

Paul [Signature], Esq.
NOTARY PUBLIC

My Commission Expires 8-11-09