

WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS

**In the Matter of the Complaint against The 6500 Bar, LLC,
a.k.a. 6500 Bar, LLC,
D/b/a 6500 Bar & Grill**

STIPULATION

The West Allis City Attorney's Office, by Assistant City Attorney Jenna Merten, and The 6500 Bar, LLC, by its agent, Susan Jesion, and its attorney, Roger Pyzyk, hereby agree and stipulate as follows:

1. That the Summons and Complaint against The 6500 Bar, LLC was properly filed with the City Clerk/Treasurer pursuant to Wis. Stat. § 125.12(2);
2. That the Summons and Complaint was properly served in accordance with Wis. Stat. § 125.12(4)(ar);
3. That The 6500 Bar, LLC waives its right under Wis. Stat. § 125.12(2)(d) to appeal the proceedings had in this matter;
4. That sufficient grounds are stated in the complaint for the imposition of sanctions set forth in Wis. Stat. § 125.12(2)(b)2;
5. That no alcoholic beverages shall be served at 6500 West Greenfield Avenue, West Allis, Wisconsin for a period of 14 consecutive days commencing at 12:01 a.m., November 8, 2013, and terminating at 12:01 a.m., November 22, 2013.
6. That The 6500 Bar, LLC agrees that Scott Jesion will not be permitted to be present at any time on the premises at 6500 West Greenfield Avenue beginning November 5, 2013

and permanently thereafter; however, this limitation does not apply to the detached garage located on the premises;

7. That The 6500 Bar, LLC will update its licenses with the City to reflect its proper legal name by November 1, 2013.
8. That The 6500 Bar, LLC will properly update its corporate registration with the Wisconsin Department of Financial Institutions by November 1, 2013.
9. That the allegations which form the basis of this complaint shall not be used as grounds for any future suspension, revocation, or non-renewal proceeding, except to the extent that the facts alleged in the complaint demonstrate a pattern of conduct for The 6500 Bar, LLC;
10. That any future allegations involving violations of paragraph 6 of this stipulation can be used as grounds for suspension, revocation, or non-renewal proceedings against The 6500 Bar, LLC;
11. That the West Allis Common Council must approve this stipulation prior to it becoming effective;
12. That if the West Allis Common Council does not approve the agreement, the matter shall return to the License and Health Committee of the West Allis Common Council for hearing pursuant to Wis. Stat. § 125.12(2)(b);
13. That if the West Allis Common Council approves this stipulation, the City of West Allis and The 6500 Bar, LLC are bound to the terms of the stipulation and failure to comply with said terms will result in continuation of the hearing procedures set forth in Wis. Stat. § 125.12(2)(b).

Susan Jesion
Susan Jesion
Agent, The 6500 Bar, LLC

10-31-13
Date

Roger Pyzyk
Roger Pyzyk
Attorney for The 6500 Bar, LLC

10-31-13
Date

Jenna Merten
Jenna Merten
Assistant City Attorney, City of West Allis

10/28/13
Date