

**OREGON HEALTH AUTHORITY
STATE OF OREGON
OREGON PSILOCYBIN SERVICES SECTION**

IN THE MATTER OF

Space Clinic LLC
Eric Lee, Manager
(Respondent)

STIPULATED SETTLEMENT AGREEMENT & FINAL ORDER

License No: SC-70c8e1fa

This Stipulated Settlement Agreement (Agreement) is made and entered into by and between the Oregon Health Authority, Oregon Psilocybin Services Section (OHA) and Space Clinic LLC and Eric Lee, Manager (Respondent), collectively the “Parties.” The Parties desire to resolve the dispute in the above-referenced matters. It is therefore agreed and stipulated as follows:

1. Respondent was issued a psilocybin service center license on February 24, 2024.
2. OHA issued a Notice of Intent to Impose Civil Penalty (Notice) to Respondent on November 18, 2025. The Notice proposed to impose a civil penalty of \$1,000 for the second violation of OAR 333-333-4910(1).
3. Respondent admits to a violation of OAR 333-333-4910(1) for failure to submit data specified in OAR 333-333-4910(2)-(6) regarding the third quarter of 2025 by October 25, 2025
4. Respondent shall pay a reduced civil penalty of \$500. OHA shall hold the remaining portion of the civil penalty in abeyance pending compliance with the terms of this agreement, which include:
 - a. Respondent shall have paid the entire reduced civil penalty amount of \$500 to OHA, due and payable within 10 calendar days of this Stipulated

Settlement and Final Order being issued. Payments shall either be made online through TLC or by check or money order. If mailed, payments shall include OHA Case No.: NC-d8f494f6 and Respondent's name and shall be sent to:

Oregon Health Authority - Public Health Division
Fiscal Services
RE: OPS
PO Box 14260
Portland, OR 97293-0260

- b. Respondent shall not violate OAR 333-333-4910(1) within one year of the date this Agreement is executed by the Parties.
5. Consistent with applicable state law and rules, OHA may rely on the violation described in Paragraph 3 to evaluate future applications or determine the extent or appropriateness of any future action or sanction.
6. If Respondent fails to timely pay the reduced civil penalty or is cited for a violation of OAR 333-333-4910(1) within one year from the date this Agreement is signed by the Parties, OHA may lift the abeyance on the balance of the civil penalty after notice and opportunity for hearing. OHA shall notify Respondent of the violation and provide an opportunity for a contested case hearing, but the only issue Respondent may contest is whether Respondent failed to comply with this Agreement and shall have no right to contest the underlying violations or amount of the civil penalty originally assessed. If Respondent is found to be in violation of this Agreement, Respondent agrees to pay the remaining civil penalty of \$500. Payment of the remaining civil penalty shall be due and payable within 10 calendar days of a final order being issued.
7. Nothing in this Agreement precludes other state or federal agencies, including but not limited to other units of OHA, from asserting criminal, civil, or administrative claims against Licensee based on the facts underlying the violations identified in this Agreement. Nothing in this Agreement prevents Licensee from disputing such matters and presenting evidence to dispute such matters and asserting affirmative defenses.
8. This Agreement is effective from the date it is fully executed by the Parties.

9. This Agreement is binding upon Respondent, its agents, employees, representatives, and any and all persons or entities acting in concert or participating with or for it. This includes contractors Respondent may hire to perform work on its behalf.
10. Consistent with applicable state law and rules, OHA may rely on the violations admitted to in this Agreement for purposes of determining the extent or appropriateness of any future action or sanction for violation of applicable state law and rules.
11. In full satisfaction and settlement of this matter, Respondent agrees to OHA's issuance of a final order incorporating this Agreement. Respondent is aware of the right to a contested case hearing if this matter was not resolved through this Agreement. Respondent is aware of the right to judicial review. Respondent freely and voluntarily waives all rights to a contested case hearing and to judicial review. Respondent waives the right to contest the violations and facts described in this Agreement now and in any future action by OHA regarding these violations.
12. Respondent is a manager-managed limited liability company. Eric Lee is a manager of Respondent. Respondent represents and warrants that Eric Lee individually has the authority to enter this Agreement and bind Respondent on its behalf. This Agreement is binding upon Respondent, its agents, employees, representatives, shareholders, directors, officers, successors, and any and all persons or entities acting in concert or participation with or for it.
13. The Parties agree that this Agreement constitutes the sole, entire and complete agreement between the parties to resolve the administrative proceeding commenced by the Notice and that no promises, inducements or agreements not herein expressed have been made and that the terms of this Agreement are contractual and not a mere recital.
14. Respondent releases and waives any and all claims of any kind, known or unknown, past or future, against the State of Oregon or its agencies, instrumentalities, employees, officers, or agents arising out of the matters set forth in the Notice or this Agreement, including but not limited to any claim under federal or state law for damages, declaratory or equitable relief, under 42 USC § 1983 et seq, and for attorney's fees or costs.

15. Respondent and OHA agree that this Agreement and Final Order may be executed in one or more multiple counterparts, including facsimile, scanned, and electronically transmitted counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.
16. The signed Agreement must be submitted electronically to OHA no later than December ____, 2025, at 5:00 PM, or this settlement offer is deemed withdrawn.

12/4/25

Dated



Eric Lee
Manager, Space Clinic, LLC

12/5/2025

Dated



Angela Allbee
Manager, Oregon Psilocybin Services Section
Oregon Health Authority

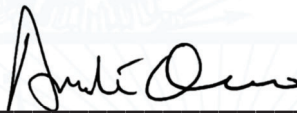
FINAL ORDER

NOW THEREFORE, the Oregon Health Authority (OHA) finds and concludes that Space Clinic LLC and Eric Lee, Manager committed one Category V violation of OAR 333-333-4910(1) for failure to submit data specified in OAR 333-333-4910(2)(3)(4)(5)(6) regarding the third quarter of 2025 by October 25, 2025 as described in the Stipulated Settlement Agreement (Agreement). OHA hereby imposes the violation and civil penalty of \$500 as described in the Agreement and according to the terms and all requirements of the Agreement. OHA further adopts all other terms of the Agreement.

IT IS SO ORDERED.

12/5/2025

Dated



Andre Ourso
Administrator, Center for Health Protection
Oregon Health Authority

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8thth day of December, 2025, I directed to be served the within **NOTICE OF INTENT TO IMPOSE CIVIL PENALTY; OPPORTUNITY FOR HEARING**; upon the parties hereto, a full, true, and correct copy thereof, by the method indicated below:

Space Clinic LLC
Eric Lee, Manager
11125 NE Weidler St
Portland OR 97220

☒ by Regular Mail, postage prepaid
☒ by Certified Mail
☐ Via Fax

Space Clinic LLC
Eric Lee, Registered Agent
11125 NE Weidler St
Portland OR 97220

☒ by Regular Mail, postage prepaid
☒ by Certified Mail
☐ Via Fax

Eric Lee
Primary Point of Contact
ericlee4250@gmail.com

☒ Via Email



Angela E. Allbee, MPA
Compliance Program Manager
Oregon Psilocybin Services Section
Oregon Health Authority
Public Health Division
Center for Health Protection