

ADMINISTRATIVE HEARINGS DIVISION

January 15, 2026

STIPULATED SETTLEMENT AGREEMENT - LIQUOR LICENSING CASES

1. OTG, LLC
Ivan Moreno, Member
dba **OFF THE GRIDDLE**
6526 SE Foster Rd
Portland, OR 97206

(Renewal Appl. - F-COM)

ORS 471.292 states, in pertinent part:

A license granted under the Liquor Control Act shall:

*******(c)** Be renewable in the manner provided in ORS 471.311, except for a cause which would be grounds for refusal to issue such license under ORS 471.313 *****.

Note: Licensee was issued a Notice of Proposed License Restrictions dated November 12, 2025. Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

ORS 471.313 states, in pertinent part:

(1) The Commission may refuse to license any applicant under the provisions of this chapter if the Commission has reasonable ground to believe that any of the following to be true:

*******(d)** That the applicant:

(A) Is in the habit of using alcoholic beverages, habit-forming drugs or controlled substances to excess.***

OAR 845-005-0325 states, in pertinent part:

The Commission may refuse to license an applicant if any of the criteria in this rule apply. Upon a finding that a license should be refused, the Commission will consider intervening circumstances to determine whether the refusal basis is supported or overcome. The intervening circumstances may have occurred before or after the incident or incidents that are relevant to the specific criterion. The intervening circumstances may be weighed in favor of the applicant, weighed against the applicant, or weighed neither for nor against the applicant. The criteria are as follows:

(1) The applicant has a recent history or record of using alcohol or controlled substances to excess. Some of the records the Commission may use to evaluate this criterion include: court documents; Department of Motor Vehicles reports; police records; or medical records. Some of the intervening circumstances the Commission considers in determining whether the refusal basis is supported or overcome include: successful

(Continued: **OFF THE GRIDDLE**)

participation in treatment program(s); severity of the applicant's record; passage of time since last relevant incident; and the applicant's previous record of compliance with the laws and rules of the Commission.

OAR 845-005-0355 states, in pertinent part:

(1) The Commission may restrict a license, service permit, or temporary service permit when:

(a) In the absence of a restriction, the Commission has a basis to cancel, suspend/fine or deny the license, service permit, or temporary service permit.

SYNOPSIS: Applicant applied for the renewal of a Full On-Premises License. Due to Applicant's recent history or record of using alcohol to excess the Commission has a basis to deny the license's renewal to Applicants. Alternatively, the Commission may restrict the license, when in the absence of restrictions the Commission has the basis to deny the license renewal. Applicant agreed to restrictions on the license which involve Applicant's member abstaining from the consumption of alcoholic beverages and not being arrested or convicted of any crimes involving using alcohol or controlled substances.

TERMS OF AGREEMENT

1. This Settlement Agreement resolves only the basis for denial of license renewal identified in the Notice.
2. Applicant admits to the facts described in the Notice and that OLCC has a basis to deny the Applicant's renewal application as described in the Notice.
3. Applicant shall comply with the following restrictions upon signing this Settlement Agreement and at all times when licensed unless or until the restrictions are removed or modified by the Commission in writing:
 - a. Licensee Ivan Moreno shall abstain from drinking alcoholic beverages on the licensed premises.
 - b. Licensee Ivan Moreno shall not be arrested or convicted of any crimes or violations involving using alcohol or controlled substances.
4. Upon execution and final approval of this Settlement Agreement by the Commission, Commission staff will continue to process Applicant's application in accordance with applicable statutes and rules. Any license issued pursuant to the Application will include the restrictions listed in this Settlement Agreement. Nothing in this Settlement Agreement prevents the Commission from considering facts, violations, or qualifications, currently known or unknown, that are not specifically identified in the Notice and resolved by this Settlement Agreement when processing the application, including when determining whether to issue or deny the license or impose additional restrictions.
5. Applicant accepts this Settlement Agreement without any conditions or reservations. Applicant is aware of Applicant's right to seek judicial review if this matter was not resolved through this Settlement Agreement. Applicant is aware of Applicant's right to seek judicial review of a final order issued in the matter. Applicant freely and voluntarily waives all such rights to judicial review. In full satisfaction and settlement of this matter, Applicant agrees to the Commission's issuance of a Final Order incorporating this Settlement Agreement as described in paragraph 6.

(Continued: OFF THE GRIDDLE)

6. This Settlement Agreement is conditioned upon the final approval by the Commission and will be reviewed by the Commissioners at a commission meeting. If the Commission does not accept and approve this agreement in its entirety, it is deemed null and void, and Applicant's hearing rights, if any, will be restored. If the Commission accepts and approves this agreement in its entirety, Applicant withdraws any request for hearing.
7. If the Applicant fails to comply with any restrictions in this Settlement Agreement at any time after signing this Settlement Agreement or at any time after a license has been issued, unless the restriction has been removed or modified by the Commission in writing, the Commission may do any or a combination of the following: deny the application, impose civil penalties, suspend, or revoke the license issued to Applicant under this Settlement Agreement. If OLCC notifies Applicant that Applicant has violated this Settlement Agreement, Applicant will be given the opportunity to contest whether or not Applicant violated the Settlement Agreement in a contested case proceeding. Applicant may not contest the facts or the basis for the denial contained in the Notice or the appropriateness of OLCC's decision to deny, suspend, or revoke the license or to impose civil penalties.
8. The parties agree that this Settlement 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 agreement not herein expressed have been made and that all terms of this Settlement Agreement are contractual and not a mere recital.
9. Applicant 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 Settlement 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.
10. Applicant is an Oregon Limited Liability Company. Ivan Moreno is the Member of Applicant. Applicant represents and warrants that Ivan Moreno individually has the authority to enter into this Settlement Agreement and bind Applicant on its behalf.
11. The parties agree that this Settlement 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.
12. The Settlement Agreement must be signed and received by the Commission by 5:00 PM on January 12, 2026, or this settlement offer is deemed withdrawn.

2. Kingsland Café, LLC
Ivan Moreno, Member
dba **KINGSLAND KITCHEN**
319 SW Pine St, #301
Portland, OR 97204
(Appl. for an F-Com)

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*******(c)** Be renewable in the manner provided in ORS 471.311, except for a cause which would be grounds for refusal to issue such license under ORS 471.313 *****.

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(1) The applicant has a recent history or record of using alcohol or controlled substances to excess. Some of the records the Commission may use to evaluate this criterion include: court documents; Department of Motor Vehicles reports; police records; or medical records. Some of the intervening circumstances the Commission considers in determining whether the refusal basis is supported or overcome include: successful participation in treatment program(s); severity of the applicant's record; passage of time since last relevant incident; and the applicant's previous record of compliance with the laws and rules of the Commission.

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