

# ADMINISTRATIVE HEARINGS DIVISION

July 17, 2025

## STIPULATED SETTLEMENT AGREEMENT - LIQUOR LICENSING CASE

1. IWAS, LLC  
Cheryl Wagner, Managing  
Member  
12320 Takilma Rd  
Cave Junction, OR 97523  
dba **SPORTSMAN TAVERN**  
145 S Redwood Hwy  
Cave Junction, OR 97523

ORS 471.313(1) states in pertinent part that the Commission may refuse to issue a license, or may issue a restricted license, to any applicant under the provisions of this chapter if the commission has reasonable ground to believe any of the following to be true:

\*\*\* (e) That there is a history of serious and persistent problems involving disturbances, lewd or unlawful activities or noise either in the premises proposed to be licensed or involving patrons of the establishment in the immediate vicinity of the premises if the activities in the immediate vicinity of the premises are related to the sale or service of alcohol under the exercise of the license privilege. Behavior that is grounds for refusal of a license under this section, where so related to the sale or service of alcohol, includes, but is not limited to obtrusive or excessive noise, music or sound vibrations; public drunkenness; fights; altercations; harassment; unlawful drug sales; alcohol or related litter; trespassing on private property; and public urination. Histories from premises currently or previously operated by the applicant may be considered when reasonable inference may be made that similar activities will occur as to the premises proposed to be licensed. The applicant may overcome the history by showing that the problems are not serious or persistent or that the applicant demonstrates a willingness and ability to control adequately the premises proposed to be licensed and patrons' behavior in the immediate vicinity of the premises that is related to the licensee's sale or service of alcohol under the licensee's exercise of the license privilege

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

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

(a) In the absence of a restriction, the Commission has a basis to cancel, suspend/fine or deny the license\*\*\*

\*\*\* (d) The Commission has a basis to refuse the license and the applicant or licensee has submitted a qualifying control or operating plan as good cause to overcome the refusal basis. In these circumstances the Commission shall impose as restrictions those elements of the control or operating plan that the Commission determines are essential to overcoming the refusal basis.

Note: Licensee was issued a Notice of Proposed License Restrictions dated June 10, 2025. Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

(Continued: **Sportsman Tavern**)

**SYNOPSIS:** Applicant applied for a Full On-Premises sales license at a premises previously found to have a History of Serious and Persistent Problems due to 16 serious incidents from June 9, 2021, to February 26, 2022, and later, five administrative violations that occurred between March 19, 2023, and April 14, 2024, under the previous licensee. Applicant submitted a Control Plan for the premises as part of their application that included drink limits, patron monitoring, and reduced hours of alcohol sales and service. As part of the settlement, Applicant is also willing to accept the below restrictions. The proposed settlement and the goal of the restrictions is to reduce serious incidents associated with the service of alcohol at this premises.

### **TERMS OF AGREEMENT**

1. This Settlement Agreement resolves only the basis for denial 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 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. (1) The sale and service of alcohol is prohibited from 12:00 am to 7:00 am.
  - b. (2) Licensee will not allow any person to possess or consume alcohol at the premises from 12:30 am to 7:00 am.
  - c. (3) Staff shall not sell or serve to a patron, and a patron may not possess, more than one container of alcohol at one time, and each container of alcohol will contain no more than 16 ounces of malt beverage, 16 ounces of cider, six ounces of wine, or two ounces of distilled spirits. To comply with this restriction, each patron must directly be served their own drinks.
  - d. (4) Licensee's alcohol servers will use a one-ounce jigger or one-ounce measured liquor bottle pourer to measure pours of distilled spirits.
  - e. (5) Licensee's employees, agents, or representatives will immediately report any violent or illegal activity observed within or outside the premises to law enforcement.
  - f. (6) Licensee will maintain a security video surveillance system with digital video recording capabilities sufficient to capture clear and specific images of all areas controlled by the licensee, including the outdoor area adjacent to the licensed building and the parking lot. The licensee must keep all recordings for a minimum of 30 calendar days, with the date and time embedded on all surveillance recordings without significantly obscuring the picture. Licensee must make complete unaltered video surveillance footage available within 72 hours of any request, to an OLCC inspector or law enforcement officer.
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.

(Continued: **Sportsman Tavern**)

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.
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 (LLC). Cheryl Wagner is the managing member of Applicant. Applicant represents and warrants Cheryl Wagner individually has the authority to enter into this Settlement Agreement and bind Applicant on its behalf. This agreement is binding upon Applicant, its agents, employees, representatives, shareholders, directors, officers, successors, and any and all persons or entities acting in concert or participation with or for it.
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 August 11, 2025, or this settlement offer is deemed withdrawn.

2. Elizabeth Cisneros  
dba **SIZZLIN DOWNTOWN  
BUFFET**  
601 Main St, Ste. 2  
Klamath Falls, OR 97601

(Appl. for a TSL)

ORS 471.040(1) states in pertinent part that the Commission has jurisdiction over any person who buys, sells, manufactures, imports or transports any alcoholic liquor within the state.

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

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

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

OAR 845-005-0311 states, in pertinent part:

\*\*\*\*\* (5) Financial Interest. Under ORS 471.757, the Commission may require the licensee or applicant to identify the persons and entities with a financial interest in the business. The Commission may evaluate such person as if the person were the actual licensee or license applicant. If that evaluation reveals any circumstances that would support grounds for the denial, cancellation or suspension of such a license or license application, the Commission may deny, cancel or suspend the license of the actual licensee or issue the license with restrictions. For purposes of this rule, a “financial interest” exists if the performance of the business causes, or is capable of causing, a person or entity to benefit or suffer financially. Examples of a financial interest include, but are not limited to:

\*\*\*\*\* (g) A spouse or domestic partner of a licensee, or individual with a financial interest. For purposes of this subsection, “domestic partners” includes adults who share the same regular and permanent address and would be financially affected by the success or failure of the business as well as adults who qualify for a “domestic partnership” as defined under ORS 106.310.

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

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

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

OAR 845-005-0440(17) states: The Commission may deny, cancel or restrict a Temporary Sales License for any reason for which the Commission may deny, cancel or restrict a regular license.

Note: Licensee was issued a Notice of Proposed License Restrictions dated July 10, 2025. Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

(Continued: **Sizzlin Downtown Buffet**)

**SYNOPSIS:** On July 3, 2025, Applicant Elizabeth Cisneros applied for a Temporary Sales License – For Profit for an event on July 18, 2025 from 6:00 PM to 9:00 PM. Applicant's husband, Antonio Cisneros, has a financial interest in the business and has a poor record of compliance with ORS Chapter 471, 473, 474, 475C, or any rules adopted thereunder due to a previous license cancellation. As part of a settlement, Applicant is willing to accept the follow restrictions for this temporary sales license: Licensee will not allow Antonio Cisneros to be on the licensed premises at any time and Licensee will not allow Antonio Cisneros to take part in the operation or management of the business or to provide services to the business.

### **TERMS OF AGREEMENT**

1. This Settlement Agreement resolves only the bases for denial 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 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 and Licensee's employees, agents, or representatives will not allow ANTONIO CISNEROS to be present on the licensed premises at any time.
  - b. Licensee and Licensee's employees, agents, or representatives will not allow ANTONIO CISNEROS to take part in the operation or management of the business, or to provide services to the business.
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.
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.

(Continued: **Sizzlin Downtown Buffet**)

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. 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.
11. The Settlement Agreement must be signed and received by the Commission by July 15, 2025, or this settlement offer is deemed withdrawn.