

ADMINISTRATIVE HEARINGS DIVISION

June 18, 2026

STIPULATED SETTLEMENT AGREEMENTS - LIQUOR VIOLATION CASES

1. Eatwell Organic Noodle, LLC
Anthony Velarde, Jr., Mng Member
625 Highway 101, PMB 361
Florence, OR 97439
dba **EATWELL ORGANIC NOODLE (L)**
2465 Highway 101
Florence, OR 97439

OAR 845-006-0335(1)(a)(b)(c)– On or about April 14, 2025, Licensee’s employee, agent, or representative Dylan Fleming failed to verify the age of a minor before allowing them to buy or be served an alcoholic beverage, when they reasonably appeared to be under 26 years of age.

Note: Licensee was charged with these violations by Notice dated April 8, 2026. The total proposed sanction was a 22-day license suspension or a \$4,480.00 civil penalty. Licensee wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff aggravated Violation Number Two by two days or \$330.00 because they determined that Licensee’s employee, agent or representative Dylan Fleming worked without a valid service permit for more than six months.

(1st Level Category II(b))

ORS 471.360(1)(a) and (b) - From on or about April 14, 2019, to about April 14, 2025, Licensee permitted its employee, agent or representative Dylan Fleming to mix, sell, or serve alcoholic beverages, or supervise those who do, without a valid service permit issued by the Commission.

(1st Level Category III)

TERMS OF AGREEMENT

1. This Settlement Agreement resolves only the violations identified in the Notice.
2. Licensee admits the facts described in the Notice and accepts responsibility for the violation(s) described in the Notice. Violation Number One was Licensee’s first Category II(b) violation within two years. Violation Number Two was Licensee’s first Category III violation within two years. Any subsequent Category II(b) violations within the same two years will be charged starting at the second level. Any subsequent Category III violations within the same two years will be charged starting at the second level. Upon execution and final approval of this Settlement Agreement by the Commission, these violations shall become a permanent part of Licensee’s Commission file and may be considered in any future application for any license or permit by the Licensee.
3. The standard sanction for Violation Number One is a 10-day license suspension or a civil penalty of \$2,500.00. The standard sanction for Violation Number Two is a 10-day suspension or a civil penalty of \$1,650.00. Commission staff aggravated Violation Number Two because they determined that Licensee’s employee, agent or representative Dylan Fleming worked without a valid service permit for more than six months. *Rick’s White Horse Restaurant & Lounge*, OLCC-04-V-036, April 2005. Accordingly, the Notice proposed aggravating the penalty by two days or \$330.00. The Notice proposed a total penalty of a 22-day license suspension or a \$4,480.00 civil penalty.

(continue **EATWELL ORGANIC NOODLE**)

4. As an alternative to the proposed penalty for Violation Number One in the Notice, Licensee will have the option to install age verification equipment (AVE) by July 1, 2026. In the event Licensee installs AVE, Licensee will utilize the equipment to verify the age of every patron who reasonably appears to be under 26 years of age. All alcohol sales will be run through registers at which AVE is installed. Installation of AVE that meets all standards set forth in this agreement and in OAR 845-009-0140(2) is done in lieu of 10 days of the suspension or \$2,500.00 of the civil penalty for Violation Number One. If Licensee chooses to install AVE as outlined in this paragraph, Commission staff will certify that the AVE meets all of the standards identified by OAR 845-009-0140(2) by July 10, 2026. Licensee understands that it is eligible for a credit for installation of AVE only one time, that the equipment is expected to remain in good order, and that the equipment must be used according to the terms of this agreement for as long as Licensee has a liquor license at this premises. Licensee understands that failure to use the equipment, whether by human error or malfunction in future violations, may result in increased penalties and, if applicable, removal from the Responsible Vendor Program.
 - a. If AVE is installed by July 1, 2026, and certified by Commission staff to meet all of the standards identified by OAR 845-009-0142(2) by July 10, 2026, Licensee shall either pay a \$1,485.00 civil penalty before 5:00 PM on July 15, 2026, **OR** serve a nine-day suspension beginning at 7:00 AM on July 22, 2026 and ending at 7:00 AM on July 31, 2026.
 - b. If AVE is not installed by July 1, 2026, or AVE that meets all the standards identified by OAR 845-009-0140(2) is not in use by July 10, 2026, Licensee shall either pay a \$3,985.00 civil penalty before 5:00 PM on July 15, 2026, **OR** serve a 19-day suspension beginning at 7:00 AM on July 22, 2026 and ending at 7:00 AM on August 10, 2026.
5. If Licensee or its employees, agents, or representatives act in any way that is not allowed by rule or statute while under suspension, OLCC may file a violation against Licensee and Licensee's license may be cancelled, suspended, or Licensee may receive a civil penalty. If OLCC notifies Licensee that Licensee has violated a rule or statute while under suspension, Licensee will be given the opportunity to contest the alleged violation in a contested case proceeding and the appropriateness of OLCC's decision to deny, suspend, or revoke the license or impose civil penalties.
6. If Licensee's interest in the license expires or is transferred before the Commission issues the final order incorporating this Settlement Agreement, the Licensee agrees to accept a Letter of Reprimand for the violation. This reprimand becomes a permanent part of the Licensee's Commission file and may be considered in any future application for any license or permit by the Licensee.
7. Licensee accepts this Settlement Agreement without any conditions or reservations. Licensee is aware of Licensee's right to a contested case hearing under the Administrative Procedures Act (ORS Chapter 183) and to judicial review if this matter was not resolved through this Settlement Agreement. Licensee is aware of Licensee's right to seek judicial review of a final order issued in the matter. Licensee freely and voluntarily waives all such rights to a contested case hearing, judicial review, or to otherwise challenge this Settlement Agreement and the Final Order incorporating this Settlement Agreement. In full satisfaction and settlement of this matter, Licensee agrees to Commission's issuance of a Final Order incorporating this Settlement Agreement as described in paragraph 8.
8. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their June 2026 meeting. If the Settlement Agreement is not accepted and approved in its entirety by the Commission it is deemed null and void and Licensee's hearing rights, if any, will be restored.

(continue **EATWELL ORGANIC NOODLE**)

9. 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.
10. Licensee 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.

Licensee of record is an Oregon limited liability company. Anthony Velarde, Jr. is a managing member of Licensee of record. Licensee of record represents and warrants that Anthony Velarde, Jr. individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.

11. The parties agree that this Settlement Agreement and Final Order Incorporating Settlement Agreement 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 May 8, 2026, or this settlement offer is deemed withdrawn.

2. CEL Enterprises, LLC
Carey LaFave, Managing Member
2331 23rd Ave., Ste 110
Forest Grove, OR 97116
Dba **ACE TAVERN (F-COM)**
114 Front Street
Gaston, OR 97119

OAR 845-006- 0335(1)(a)(b)(c) – On or about February 22, 2025, Licensee's employees, agents, or representatives Zachary Clark and Rebecca Edwards failed to verify the age of before allowing them to buy or be served an alcoholic beverage, when they reasonably appeared to be under 26 years of age.

(1st Level Category II(b))

Note: Licensee was charged with this violation by Notice dated April 14, 2026. The total proposed sanction was a 12-day license suspension or a \$3,000.00 civil penalty. Licensee wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff proposed aggravating the penalty by two days or \$500.00 because the violation involved multiple patrons or employees.

TERMS OF AGREEMENT

1. This Settlement Agreement resolves only the violation(s) identified in the Notice.
2. Licensee admits the facts described in the Notice and accepts responsibility for the violation described in the Notice. This was Licensee's first Category II(b) violation within two years. Any subsequent Category II(b) violations within the same two years will be charged starting at the second level. Upon execution and final approval of this Settlement Agreement by the Commission, this violation shall become a permanent part of Licensee's Commission file and may be considered in any future application for any license or permit by the Licensee.
3. The standard sanction for the violation described in the Notice is a 10-day license suspension or a civil penalty of \$2,500.00. Commission staff determined that the violation involved more than one patron or employee. OAR 845-006-0500(8)(e)(F). Accordingly, the Notice proposed aggravating the penalty by two days or \$500.00. The Notice proposed a total penalty of a 12-day license suspension or a \$3,000.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee will have the option to install age verification equipment (AVE) by July 1, 2026. In the event Licensee installs AVE, Licensee will utilize the equipment to verify the age of every patron who reasonably appears to be under 26 years of age. All alcohol sales will be run through registers at which AVE is installed. Installation of AVE that meets all standards set forth in this agreement and in OAR 845-009-0140(2) is done in lieu of 10 days of the suspension or \$2,500.00 of the civil penalty. If Licensee chooses to install AVE as outlined in this paragraph, Commission staff will certify that the AVE meets all of the standards identified by OAR 845-009-0140(2) by July 10, 2026. Licensee understands that it is eligible for a credit for installation of AVE only one time, that the equipment is expected to remain in good order, and that the equipment must be used according to the terms of this agreement for as long as Licensee has a liquor license at this premises. Licensee understands that failure to use the equipment, whether by human error or malfunction in future violations, may result in increased penalties and, if applicable, removal from the Responsible Vendor Program.
 - a. If AVE is installed by July 1, 2026, and certified by Commission staff to meet all of the standards identified by OAR 845-009-0142(2) by July 10, 2026, Licensee shall either pay a \$500.00 civil penalty before 5:00 PM on July 15, 2026, **OR** serve a two-day suspension beginning at 7:00 AM on July 22, 2026 and ending at 7:00 AM on July 24, 2026.

(continue **ACE TAVERN**)

- b. If AVE is not installed by July 1, 2026, or AVE that meets all the standards identified by OAR 845-009-0140(2) is not in use by July 10, 2026, Licensee shall either pay a \$3,000.00 civil penalty before 5:00 PM on July 15, 2026, **OR** serve a 12-day suspension beginning at 7:00 AM on July 22, 2026 and ending at 7:00 AM on August 3, 2026.
5. If Licensee or its employees, agents, or representatives act in any way that is not allowed by rule or statute while under suspension, OLCC may file a violation against Licensee and Licensee's license may be cancelled, suspended, or Licensee may receive a civil penalty. If OLCC notifies Licensee that Licensee has violated a rule or statute while under suspension, Licensee will be given the opportunity to contest the alleged violation in a contested case proceeding and the appropriateness of OLCC's decision to deny, suspend, or revoke the license or impose civil penalties.
6. If Licensee's interest in the license expires or is transferred before the Commission issues the final order incorporating this Settlement Agreement, the Licensee agrees to accept a Letter of Reprimand for the violation. This reprimand becomes a permanent part of the Licensee's Commission file and may be considered in any future application for any license or permit by the Licensee.
7. Licensee accepts this Settlement Agreement without any conditions or reservations. Licensee is aware of Licensee's right to a contested case hearing under the Administrative Procedures Act (ORS Chapter 183) and to judicial review if this matter was not resolved through this Settlement Agreement. Licensee is aware of Licensee's right to seek judicial review of a final order issued in the matter. Licensee freely and voluntarily waives all such rights to a contested case hearing, judicial review, or to otherwise challenge this Settlement Agreement and the Final Order incorporating this Settlement Agreement. In full satisfaction and settlement of this matter, Licensee agrees to Commission's issuance of a Final Order incorporating this Settlement Agreement as described in paragraph 8.
8. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their June 2026 meeting. If the Settlement Agreement is not accepted and approved in its entirety by the Commission it is deemed null and void and Licensee's hearing rights, if any, will be restored.
9. 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.
10. Licensee 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.

Licensee of record is an Oregon limited liability company. Carey LaFave is a Managing Member of Licensee of record. Licensee of record represents and warrants that Carey LaFave individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.
11. The parties agree that this Settlement Agreement and Final Order Incorporating Settlement Agreement 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 May 11, 2026, or this settlement offer is deemed withdrawn.

3. Hasco Stations, LLC
Salaheddin Hassan, Managing Member
dba #8043
981 NW Galveston Avenue
Bend, OR 97703

OAR 845-006- 0347(3)(a)- On or about January 31, 2025, Licensee and/or Licensee's employees, agents, or representatives permitted unlawful activities on the licensed premises or in areas the Licensee controls that are adjacent to or outside the premises, when without her consent, Licensee's employee, agent or representative Bernard Dubisar touched a 17-year old minor patron in a sexual manner while on-duty, working inside the licensed premises, the minor made a report of harassment to the Bend Police Department in response to the unwanted sexual touching. On or about July 9, 2025, Dubisar was convicted of one count of Sexual Abuse in the Third Degree, ORS 163.415, in the Deschutes County Circuit Court for this incident.

(1st Level Category III)

Note: Licensee was charged with this violation by Notice dated April 28, 2026. The total proposed sanction was a 12-day license suspension or a \$1,980.00

AGGRAVATION

Commission staff proposed aggravating the penalty by two days or \$330.00 because the violation was determined to be intentionally committed.

SYNOPSIS: Licensee's employee permitted illegal activity on the licensed premises when the employee touched a minor patron in a sexual manner while working at the premises, the minor patron made a report of harassment to the Bend Police Department, and the employee was later convicted of Sexual Abuse III for that incident.

TERMS OF AGREEMENT

1. This Settlement Agreement resolves only the violation(s) identified in the Notice.
2. Licensee admits the facts described in the Notice and accepts responsibility for the violation described in the Notice. This was Licensee's first Category III violation within two years. Any subsequent Category III violations within the same two years will be charged starting at the second level. Upon execution and final approval of this Settlement Agreement by the Commission, this violation shall become a permanent part of Licensee's Commission file and may be considered in any future application for any license or permit by the Licensee.
3. The standard sanction for the violation described in the Notice is a 10-day license suspension or a civil penalty of \$1,650.00. Commission staff determined that the violation was intentionally committed. OAR 845-006- 0500(8)(e)(E). Accordingly, the Notice proposed aggravating the penalty by two days or \$330.00. The Notice proposed a total penalty of a 12-day license suspension or a \$1,980.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$1,485.00 civil penalty before 5:00 PM on July 15, 2026 **OR** serve a nine-day suspension beginning at 7:00 AM on July 22, 2026 and ending at 7:00 AM on July 31, 2026. If the full penalty is not paid prior to 5:00 PM on July 15, 2026, then Licensee shall serve the full suspension. If Licensee or its employees, agents, or representatives act in any way that is not allowed by rule or statute while under suspension, OLCC may file a violation against Licensee and Licensee's license may be cancelled, suspended, or Licensee may receive a civil penalty. If OLCC notifies Licensee that Licensee has violated a rule or statute while under suspension, Licensee will be given the opportunity to contest the alleged violation in a contested case proceeding and the appropriateness of OLCC's decision to deny, suspend, or revoke the license or impose civil penalties.

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5. If Licensee's interest in the license expires or is transferred before the Commission issues the final order incorporating this Settlement Agreement, the Licensee agrees to accept a Letter of Reprimand for the violation. This reprimand becomes a permanent part of the Licensee's Commission file and may be considered in any future application for any license or permit by the Licensee.
6. Licensee accepts this Settlement Agreement without any conditions or reservations. Licensee is aware of Licensee's right to a contested case hearing under the Administrative Procedures Act (ORS Chapter 183) and to judicial review if this matter was not resolved through this Settlement Agreement.

Licensee is aware of Licensee's right to seek judicial review of a final order issued in the matter. Licensee freely and voluntarily waives all such rights to a contested case hearing, judicial review, or to otherwise challenge this Settlement Agreement and the Final Order incorporating this Settlement Agreement. In full satisfaction and settlement of this matter, Licensee agrees to Commission's issuance of a Final Order incorporating this Settlement Agreement as described in paragraph 7.

7. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their June 2026 meeting. If the Settlement Agreement is not accepted and approved in its entirety by the Commission it is deemed null and void and Licensee's hearing rights, if any, will be restored.
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. Licensee 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. Licensee of record is an Oregon limited liability company. Salaheddin Hassan is a Managing Member of Licensee of record. Licensee of record represents and warrants that Salaheddin Hassan individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.
11. The parties agree that this Settlement Agreement and Final Order Incorporating Settlement Agreement 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 May 26, 2026, or this settlement offer is deemed withdrawn.