

ADMINISTRATIVE HEARINGS DIVISION

March 20, 2025

STIPULATED SETTLEMENT AGREEMENT FOR LIQUOR LICENSE APPLICANT

1. Eko, LLC
Bamidele Okedara, Member
Tejan Conteh, Member
dba **LAGOS**
19 SW 2nd Ave
Portland, OR 97204

OAR 845-005-0326 states, in pertinent part:

ORS 471.313(1) allows the Commission to deny a license that public interest or convenience does not demand. The following are some of the public interest or convenience reasons for which the Commission may deny a license unless the applicant shows good cause to overcome the criteria:

(2) Problem Areas:

- (a) The licensed premises will be located in an area that, within 500 feet of the premises and in the past 12 months, has at least 50 documented incidents of public drunkenness, fights, altercations, harassment, unlawful drug sales, alcohol-related litter, trespassing on private property, or public urination. These problems need not be alcohol-related
- (b) Some of the intervening circumstances the Commission considers in determining whether the refusal basis is supported or overcome are:
 - (A) The applicant's control plan showing that alcoholic beverage sale or service at the premises will not contribute to the problems, and
 - (B) The applicant's control plan addressing its willingness and ability to control the proposed premises and patrons' behavior in the immediate vicinity of the premises.
- (C) This criterion does not apply to renewal applications or to changes of ownership with no change in license privileges or operation.

Note: Licensee was issued a Notice of Proposed License Restrictions dated February 19, 2025. Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

CONTINUED LAGOS

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

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

* * * (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.

SYNOPSIS: Applicant applied for a Full On-Premises License at a location identified as a problem area due to 149 relevant recorded incidents from July 1, 2023 to July 1, 2024 within a 500-foot radius of the proposed premises. Applicant submitted a Control Plan for the premises that included drink limits, video surveillance and recordings, security personnel on the premises, and reduced hours of alcohol sales and service. The proposed settlement and restriction's goal is that this premise will not contribute to the problems in the area.

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:
 1. A patron may possess no more than two containers of alcoholic beverages at one time and each container of alcoholic beverages will contain no more than 16 ounces of malt beverage, 16 ounces of cider, 6 ounces of wine, or 2 ounces of distilled spirits.
 2. On Fridays and Saturdays, licensee will have at least two DPSST-certified individuals on-duty and on the premises between 10:00 pm and the time of closing the premises to the public. The individuals acting in this role will not be allowed to mix, sell, or serve alcoholic beverages and must wear an outer garment that clearly displays the word "security" in a readable size and font on the individual's chest and back. Those DPSST-certified security guards shall work solely in the role of security to verify identification, monitor patron entrances and exits, and control disorder inside and in the immediate vicinity of the premises. Security will evaluate each individual entering the premises for signs of intoxication and refuse entry to any person who is visibly intoxicated or disorderly. (Note: each night includes the following morning after 12:00 am until closing.)

CONTINUED LAGOS

3. The sale and service of alcoholic beverages are prohibited from 1:30 am to 7:00 am every day. Patron possession and consumption of alcoholic beverages are prohibited from 2:00 am to 7:00 am every day.
4. 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 areas adjacent to the licensed building. 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 promptly make unaltered video surveillance footage available, upon request, to any 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.
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 LAGOS

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. Bamidele Okedara and Tejan Conteh are Members of Applicant. Applicant represents and warrants that Bamidele Okedara and Tejan Conteh, individually, have 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 March 28, 2025, or this settlement offer is deemed withdrawn.

2. The Heights 82, Inc.
Jermaine Malone,
Pres/Treas/Dir/Stkhldr
Sandra McLeod, Secretary
dba **THE HEIGHTS LOUNGE
AND EVENT SPACE
(F-COM)**
8000 SE Foster Road
Portland, OR 97206

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 February 19, 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:

The Oregon Liquor and Cannabis 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:...

- (5) 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 which 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

**(CONTINUED THE HEIGHTS
LOUNGE AND EVENT SPACE)**

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 which is related to the licensee's sale or service of alcohol under the licensee's exercise of the license privilege.

SYNOPSIS: Applicant applied for a Full On-Premises Sales License at a location identified as having a History of Serious and Persistent Problems, including four incidents involving firearms from March 2021 through February 2022. Applicant submitted a Control Plan as good cause to overcome the refusal basis and to demonstrate Applicant's willingness and ability to adequately control the premises and the immediate vicinity of the premises.

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. A patron may possess no more than two containers of alcoholic beverages at one time and each container of alcoholic beverages will contain no more than 16 ounces of malt beverage, 16 ounces of cider, 6 ounces of wine, or 2 ounces of distilled spirits.
 - b. The sale and service of alcoholic beverages is prohibited from 1:30 am to 7:00 am every day. Patron possession and consumption of alcoholic beverages is prohibited from 2:00 am to 7:00 am every day.
 - c. Licensee will maintain at least two DPSST-certified security guards on Friday and Saturday nights from 7:00 pm to the close of business and on all nights the premises offers live entertainment (including without limitation, bands, disc jockeys, and singing). Those DPSST-certified security guards shall work solely in the role of security to verify identification, monitor patron entrances and exits, and control disorder inside and in the immediate vicinity of the premises. All on-duty DPSST-certified staff members must wear an outer garment that clearly displays the word "security" or "staff" in a readable size font on the person's chest and back. The persons in this role will not be allowed to mix, sell, or serve alcohol while on-duty as DPSST-certified staff. Security will evaluate each individual entering the premises for signs of intoxication and refuse entry to any person who is visibly intoxicated or

(CONTINUED THE HEIGHTS LOUNGE AND EVENT SPACE)

disorderly. Licensee will establish a written policy that directs no firearms, knives, or any item that can be used as a weapon will be allowed inside the premises and will prominently post signage prohibiting these items in locations that are visible to patrons before they enter the premises. This requirement does not apply to emergency services personnel, law enforcement officers, other municipal or state agents acting in an official capacity, or on duty DPSST-certified individuals.

- d. From 9:00 pm to closing on all nights DPSST-certified staff are on duty, at least one DPSST-certified security person will patrol the outside areas on and adjacent to the premises at least every 30 minutes to discourage loitering and illegal activity. This is an additional duty for the DPSST-certified security and does not add to the number of DPSST certified security required by paragraph (c). Licensee shall ensure that the DPSST-certified security personnel log each patrol required by this restriction in a separate logbook from the bar logbook.
 - e. Licensee's employees, agents, or representatives will immediately report any violent or illegal activity observed within or outside the premises to the Portland Police Bureau.
 - f. 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 outdoor areas adjacent to the licensed building, the licensed patio, 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 unaltered video surveillance footage available, upon request, to any OLCC inspector or law enforcement officer within 72 hours.
- 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.

(CONTINUED THE HEIGHTS LOUNGE AND EVENT SPACE)

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 corporation. Jermaine Malone is the President/Treasurer/Director/Stockholder of Applicant. Applicant represents and warrants that Jermaine Malone 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 February 26, 2025 or this settlement offer is deemed withdrawn.