

# ADMINISTRATIVE HEARINGS DIVISION

March 19, 2026

## STIPULATED SETTLEMENT AGREEMENT - LIQUOR LICENSING CASES

1. OTG, LLC  
Ivan Moreno, Member  
dba **OFF THE GRIDDLE**  
2215 & 2217 NE Alberta St  
Portland, OR 97211

ORS 471.292 states, in pertinent part:

(1) 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 \*\*\*\*.

ORS 471.313 states, in pertinent part:

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. In determining whether the applicant presents an acceptable future risk of compliance, the Commission will consider applicable intervening circumstances that have occurred before or after the relevant incident or incidents.

Note: Licensee was issued a Notice of Proposed License Restrictions dated February 18, 2026 Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

(Renewal Appl. - F-COM)

(Continue **OFF THE GRIDDLE**)

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

(1) The Commission may restrict a license, 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.

**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 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 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.
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.

(Continue **OFF THE GRIDDLE**)

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 March 27, 2026, or this settlement offer is deemed withdrawn.

2 CGFRBI, LLC  
Charles Foland, Mng Member  
dba **ROUND BUTTE INN**  
503 West 1<sup>st</sup> Ave  
Culver, OR 97734

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(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.\*\*\*

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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. In determining whether the applicant presents an acceptable future risk of compliance, the Commission will consider applicable intervening circumstances that have occurred before or after the relevant incident or incidents.

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.

Note: Licensee was issued a Notice of Proposed License Restrictions dated January 27, 2026. Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

(Continued **ROUND BUTTE INN**)

**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 involves Applicant abstaining from the consumption of any 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 bases for denial identified in the Notice.
2. Licensee admits to the facts described in the Notice and that OLCC has a basis to deny the Licensee's application as described in the Notice.
3. Licensee 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. Licensee Charles Foland shall abstain from drinking alcoholic beverages on the licensed premises.
  2. Licensee Charles Foland 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 Licensee's renewal application in accordance with applicable statutes and rules. Any renewal 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 renewal application, including when determining whether to issue or deny the license renewal or impose additional restrictions.
5. Licensee accepts this Settlement Agreement without any conditions or reservations. Licensee is aware of Licensee's right to seek 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 judicial review. In full satisfaction and settlement of this matter, Licensee 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 Licensee's hearing rights, if any, will be restored. If the Commission accepts and approves this agreement in its entirety, Licensee withdraws any request for hearing.
7. If the Licensee 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 renewal application, impose civil penalties, suspend, or revoke the license issued to Licensee under this Settlement Agreement. If OLCC notifies Licensee that Licensee has violated this Settlement Agreement, Licensee will be given the opportunity to contest whether or not Licensee violated the Settlement Agreement in a contested case proceeding. Licensee 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 **ROUND BUTTE INN**)

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 is an Oregon Limited Liability Company. Charles Foland is a Managing Member of Licensee. Licensee represents and warrants that Charles Foland individually has the authority to enter into this Settlement Agreement and bind Licensee 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.
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