

# ADMINISTRATIVE HEARINGS DIVISION

May 21, 2026

## STIPULATED SETTLEMENT AGREEMENTS - LIQUOR VIOLATION CASES

1 Yong Zhuang Ma  
68 Oak Terrace Drive  
Lebanon, OR 97355  
dba **MA'S RESTAURANT (L)**  
2416 S Santiam Hwy  
Lebanon, OR 97355

OAR 845-006-0335(1)(a)(b)(c) – On or about February 12, 2025, Licensee's employee, agent, or representative Julie Ma 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.

(1<sup>st</sup> Level Category II(b))

ORS 471.360(1)(a)(b) - From on or about July 9, 2021 to about February 12, 2025, Licensee permitted its employee, agent or representative Julie Ma to mix, sell, or serve alcoholic beverages, or supervise those who do, without a valid service permit issued by the Commission.

(1<sup>st</sup> Level Category III)

Note: Licensee was charged with these violations by Notice dated March 10, 2026. The total proposed sanction was a 22-day license suspension or a \$4,480.00 civil penalty. Licensee requested a hearing and now wishes to enter into this settlement agreement.

### AGGRAVATION

Commission staff determined that Julie Ma worked without a valid service permit for more than six months, therefore aggravating the penalty by two days or \$330.00.

**SYNOPSIS:** Employee that made the sale to a minor decoy had no Service Permit for over six months

### 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 violations described in the Notice. These were Licensee's first Category II(b) violation and first Category III violation within two years. Any subsequent Category II(b) violation or any subsequent Category III violation 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.

(continue **MA'S RESTAURANT**)

3. The standard sanction for Violation Number One as described in the Notice is a 10-day license suspension or a civil penalty of \$2,500.00. The standard sanction for Violation Number Two as described in the Notice is a 10-day license suspension or a civil penalty of \$1,650.00. Commission staff determined that Julie Ma 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.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$3,235.00 civil penalty before 5:00 PM on June 15, 2026 **OR** serve a 16-day suspension beginning at 7:00 AM on June 22, 2026, 2026 and ending at 7:00 AM on July 8, 2026. If the full penalty is not paid prior to 5:00 PM on June 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.
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 May 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.

(continue **MA'S RESTAURANT**)

10. Yong Zhuang Ma is the Licensee of record. Licensee of record represents and warrants that Yong Zhuang Ma individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf. This agreement is binding upon Licensee, its agents, employees, representatives, stockholders, 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 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 April 3, 2026, or this settlement offer is deemed withdrawn

2. Taproots Boutique Nursery, LLC  
Jayme Palodichuk, Member  
Eirik Alderson, Member  
dba **TAPROOTS BOUTIQUE  
NURSERY**  
208 Madrone St  
Rogue River, OR 97537

OAR 845-006-0335(1)(a)(b)(c) – On or about April 8, 2025, Licensee Eirik Alderson 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.

(1<sup>st</sup> Level Category II(b))

Note: Licensee was charged with this violation by Notice dated March 11, 2026. The total proposed sanction was a 12-day license suspension or a \$3,000.00 civil penalty. Licensee requested a hearing and now wishes to enter into this settlement agreement.

#### **AGGRAVATION**

Commission staff determined that aggravation was appropriate because Licensee Eirik Alderson personally committed the violation. The Notice proposed aggravating the penalty by two days or \$500.00.

### **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 Licensee Eirik Alderson personally committed the violation. *P-Mart*, OLCC-92-V-098, April 1993. 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 shall either pay a \$2,250.00 civil penalty before 5:00 PM on June 15, 2026 **OR** serve a nine-day suspension beginning at 7:00 AM on June 22, 2026 and ending at 7:00 AM on July 1, 2026. If the full penalty is not paid prior to 5:00 PM on June 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.
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.

(continue **TAPROOTS BOUTIQUE NURSERY**)

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 May 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. Jayme Palodichuk is a member of Licensee of record. Licensee of record represents and warrants that Jayme Palodichuk 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 April 10, 2026, or this settlement offer is deemed withdrawn