

ADMINISTRATIVE HEARINGS DIVISION

May 15, 2025

STIPULATED SETTLEMENT AGREEMENTS - LIQUOR VIOLATION CASES

1 Armandos 2, LLC
Jose Guitron Rodriguez, Member
Gerardo de la Cruz, Member
3095 W 11th Ave
Eugene, OR 97402
dba **ARMANDOS FAMILY RESTAURANT**
122 Spaulding Ave
Brownsville, OR 97327

OAR 845-006-0335(1)(a)(b)(c) – On or about September 29, 2023, Licensee Gerardo de la Cruz failed to verify the age of Elizabeth Watson, a minor, 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 February 19, 2025. 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.

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 was personally committed by Licensee Gerardo de la Cruz. *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 16, 2025, **OR** serve a 9-day suspension beginning at 7:00 AM on June 23, 2025, and ending at 7:00 AM on July 2, 2025. If the full penalty is not paid prior to 5:00 PM on June 16, 2025, 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.

(CONTINUED Armandos Family Restaurant – F-Com)

5. Licensee withdraws the request for a hearing.
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 May 2025 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.
11. Licensee of record is an Oregon Limited Liability Company. Gerardo de la Cruz is a Member of Licensee of record. Licensee of record represents and warrants that Gerardo de la Cruz individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.
12. 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.
13. The Settlement Agreement must be signed and received by the Commission by April 21, 2025, or this settlement offer is deemed withdrawn

2 Wild Oaks Food, LLC
Leonard Phillips, Managing Member
Diane Robert, Member
PO Box 384
Gold Beach, OR 97444
dba **GOLD BEACH BAR B Q**
29545 Ellensburg Ave
Gold Beach, OR 97444

OAR 845-006-0335(1)(a)(b)(c) -
On or about September 20, 2024, Licensee's
employees, agents, or representatives John
Gebhard and P. Lemmons-Kretz failed to
verify the age of Kailey Taylor, a minor, 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 these violations by
Notice dated March 25, 2025. The total proposed
sanction was a 12-day suspension or a \$3,000.00 civil
penalty, and removal from the Responsible Vendor
Program. Licensee requested a hearing and now
wishes to enter into this settlement agreement

AGGRAVATION

Commission staff proposed adding two days of aggravation
because the violation involves more than one patron or
employee.

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 this violation is a 10-day suspension or a civil penalty of \$2,500.00. Commission staff proposed adding two days of aggravation because the violation involves more than one patron or employee. The total proposed sanction was a 12-day suspension or a \$3,000.00 civil penalty, and removal from the Responsible Vendor Program.
4. As an alternative to the proposed penalty in the Notice, Licensee shall be removed from the Responsible Vendor Program and either pay a \$2,250.00 civil penalty before 5:00 PM on June 16, 2025 **OR** serve a nine-day suspension beginning at 7:00 AM on June 23, 2025 and ending at 7:00 AM on July 2, 2025. If the full penalty is not paid prior to 5:00 PM on June 16, 2025, 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. Licensee withdraws the request for a hearing.
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.

(CONTINUED Gold Beach Bar B Q)

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 7.
8. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their May 2025 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.
11. Licensee of record is an Oregon limited liability company. Leonard Phillips is the Managing Member of Licensee of record. Licensee of record represents and warrants that Leonard Phillips individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.
12. 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.
13. The Settlement Agreement must be signed and received by the Commission by 5:00 PM on April 24, 2025, or this settlement offer is deemed withdrawn.

3. Dangerous Lee, LLC
Julian Jones, Managing Member
dba **DANGEROUS LEE'S LOCAL 31 PUB**
31 Water St, #2
Ashland, OR 97520

OAR 845-006-0335(1)(a)(b)(c) – On or about September 12, 2024, Licensee's employee, agent, or representative Breanna Hopkins failed to verify the age of Kailey Taylor, a minor, before allowing them to buy or be served an alcoholic beverage, when they reasonably appeared to be under 26 years of age.

(1st Category II(b))

ORS 471.360(1)(a)(b) - From about May 1, 2024, to about September 12, 2024, Licensee permitted its employee, agent, or representative Breanna Hopkins to mix, sell, or serve alcoholic beverages, or supervise those who do, without a valid service permit issued by the Commission.

(1st Category III)

Note: Licensee was charged with these violations by Notice dated February 12, 2025. The total proposed sanction was a 20-day license suspension or a \$4,150.00 civil penalty. Licensee initially failed to request a hearing on the Notice by the hearing request deadline. Licensee requested relief from default. The Commission issued an Order Granting Relief from Default to Licensee on April 8, 2025, which granted Licensee a hearing on these violations. License now wishes to enter into this settlement agreement.

SYNOPSIS: During a Minor Decoy Operation, OLCC inspectors discovered that the server did not have a service permit and was hired without one.

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. The Notice proposed a total penalty of a 20-day license suspension or a \$4,150.00 civil penalty.

(CONTINUED DANGEROUS LEE'S LOCAL 31 PUB)

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 June 2, 2025. 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 June 10, 2025. 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 June 2, 2025, and certified by Commission staff to meet all of the standards identified by OAR 845-009-0142(2) by June 10, 2025, Licensee shall either pay a \$1,155.00 civil penalty before 5:00 PM on June 16, 2025, **OR** serve a seven-day suspension beginning at 7:00 AM on June 23, 2025 and ending at 7:00 AM on June 30, 2025.
 - b. If AVE is not installed by June 2, 2025, or AVE that meets all the standards identified by OAR 845-009-0140(2) is not in use by June 10, 2025, Licensee shall either pay a \$3,655.00 civil penalty before 5:00 PM on June 16, 2025, **OR** serve a 17-day suspension beginning at 7:00 AM on June 23, 2025 and ending at 7:00 AM on July 10, 2025.
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. Licensee withdraws the request for a hearing.
7. 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.
8. 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 9.

(CONTINUED DANGEROUS LEE'S LOCAL 31 PUB)

9. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their May 2025 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.
10. 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.
11. 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.
12. Licensee of record is an Oregon limited liability company. Julian Jones is the managing member of Licensee of record. Licensee of record represents and warrants that Julian Jones individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.
13. 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.
14. The Settlement Agreement must be signed and received by the Commission by April 25, 2025, or this settlement offer is deemed withdrawn.

4. Ananke, LLC
Jane Smith, Managing Member
dba **DAME (F-COM)**
2930 NE Killingsworth
Portland, OR 97211

ORS 471.168(1) and OAR 845-005-0400(1) -
From about March 9, 2024, to about April 23,
2024, Licensee failed to maintain liquor
liability insurance or a bond with a corporate
surety authorized to transact business in this
state in an amount of not less than
\$300,000.00 for Dame.

(1st Level Category I)

Note: Licensee was charged with these violations by
Notice dated November 19, 2024. The total proposed
penalty was a 30-day license suspension or a
\$4,950.00 civil penalty. Licensee requested a hearing
and now wishes to enter into this settlement
agreement.

SYNOPSIS: On February 6, 2024, the OLCC received notification that this Full On-Premises Licensee's LLI coverage would terminate on March 9, 2024. The coverage did, in fact, terminate effective March 9, 2024, and although the OLCC made several attempts to discuss the urgency of the matter with the Licensee, no LLI was obtained until April 23, 2024, which is a 45-day lapse. License privileges were exercised during the lapse in coverage.

TERMS OF AGREEMENT

1. This Settlement Agreement resolves only the violation 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 I violation within two years. 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 30-day license suspension or a civil penalty of \$4,950.00 for the first lapse in coverage within two years and the lapse in coverage is 31 days to no more than 60 days. OAR 845-005-0400(7)(b), OAR 845-006-0500(7)(a). Commission staff determined that the lapse in coverage was 45 days. Accordingly, the Notice proposed a total penalty of a 30-day license suspension or a \$4,950.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$3,465.00 civil penalty before 5:00 PM on June 16, 2025, **OR** serve a 21-day suspension beginning at 7:00 AM on June 23, 2025, and ending at 7:00 AM on July 14, 2025. If the full penalty is not paid prior to 5:00 PM on June 16, 2025, 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. Licensee withdraws the request for a hearing.

(CONTINUED Dame)

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 May 2025 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.
11. Licensee of record is an Oregon Limited Liability Company. Jane Smith is Managing Member of Licensee of record. Licensee of record represents and warrants that Jane Smith individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.
12. 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.
13. The Settlement Agreement must be signed and received by the Commission by April 18, 2025, or this settlement offer is deemed withdrawn