

# ADMINISTRATIVE HEARINGS DIVISION

November 20, 2025

## STIPULATED SETTLEMENT AGREEMENT - LIQUOR VIOLATION CASE

1 New Lucky, LLC  
Janvin Su, Member  
Jing Hong Lin, Member  
dba **LUCKY LUCKY (F-COM)**  
953 NE Hogan Drive  
Gresham, OR 97030

OAR 845-006-0335(1)(a)(b)(c) – On or about October 31, 2024, Licensee Jing Hong Lin 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 September 23, 2025. The total proposed sanction was a 21-day license suspension or a \$4,485.00 civil penalty. Licensee wishes to enter into this settlement agreement.

### AGGRAVATION

Commission staff proposed aggravating the penalty by two days or \$500.00 because Licensee personally committed Violation Number One. Staff proposed aggravating the penalty by two days or \$330.00 because Violation Number Two involved a juvenile.

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

OAR 845-006-0335(3)(a)(B)(b) - On or about October 31, 2024, Licensee Jing Hong Lin permitted a juvenile minor, who appeared to approximately six years old, to sit at a bar counter and to be inside the licensed premises, which is subject to a #1 minor posting, "No Minors Permitted Anywhere on This Premises", for reasons other than as permitted in ORS 471.430, 471.480, 471.482, OAR 845-006-0340, and OAR 845-006-0335.

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

**SYNOPSIS:** Licensee Jing Hong Lin failed to verify the age of a Minor Decoy. During the minor decoy operation, Inspectors discovered a juvenile, approximately six years old, sitting at a bar counter in the premises which has a #1 minor posting which prohibits minors in all areas of the licensed premises.

### 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) and Category IV violations within two years. Any subsequent Category II(b) and Category IV 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 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 seven-day license suspension or a civil penalty of \$1,155.00. Commission staff determined that Licensee personally committed Violation Number One. *P-Mart*, OLCC-92-V-098.

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Accordingly, the Notice proposed aggravating the penalty by two days or \$500.00. Commission Staff determined that Violation Number Two involved a juvenile. OAR 845-006-0500(8)(e)(G). Accordingly, the Notice proposed aggravating the penalty by two days or \$330.00. The Notice proposed a total penalty of a 21-day license suspension or a \$4,485.00 civil penalty.

4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$3,405.00 civil penalty before 5:00 PM on December 15, 2025 **OR** serve a 16-day suspension beginning at 7:00 AM on December 22, 2025 and ending at 7:00 AM on January 7, 2026. If the full penalty is not paid prior to 5:00 PM on December 15, 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. 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 November 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.
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.

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10. Licensee of record is an Oregon Limited Liability Company. Janvin Su is a member of Licensee of record. Licensee of record represents and warrants that Janvin Su individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf. 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.
11. The Settlement Agreement must be signed and received by the Commission by October 23, 2025, or this settlement offer is deemed withdrawn