ADMINISTRATIVE HEARINGS DIVISION

November 19, 2026

STIPULATED SETTLEMENT AGREEMENT - LIQUOR VIOLATION CASE

1. Happy Dragon, Inc.
Li Wa Chen, Pres/Sec/Dir/Stkhldr
Zhu Lan Li, Director
dba **HAPPY DRAGON RESTAURANT AND LOUNGE (F-COM)**
951 N 1st Ave
Stayton, OR 97383

OAR 845-006-0335(1)(a)(b)(c) - On or about July 20, 2026, Licensee Li Wa Chen 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.

(2nd Level Category IIb)

Note: Licensee was charged with this violation by Notice dated September 16, 2026. The total proposed sanction was a 30-day license suspension or a $4,950.00 civil penalty. Licensee wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff aggravated the violation by four days or $660.00 because Licensee personally committed the violation and failed to utilize age verification equipment purchased to offset a previous penalty.

SYNOPSIS: 2nd Level MDO/Aggravation for Licensee Involvement & Failure to use AVE

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 second Category II(b) violation within two years. Any subsequent Category II(b) violations within the same two years will be charged starting at the third 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 30-day license suspension or a civil penalty of $4,950.00. Commission staff determined that aggravation was appropriate since Licensee Li Wa Chen personally committed the violation, *P-Mart*, OLCC-92-V-098, April 1993, and failed to utilize age verification equipment purchased as an offset to a previous penalty OAR 845-006-0500(8)(e)(C). Accordingly, the Notice proposed aggravating the penalty by four days or $660.00. The Notice proposed a total penalty of a 34-day license suspension or a $5,610.00 civil penalty.

4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a $4,125.00 civil penalty before 5:00 PM on December 15, 2026, **OR** serve a 25-day license suspension beginning at 7:00 AM on December 22, 2026, and ending at 7:00 AM on January 16, 2027. If the full penalty is not paid prior to 5:00 PM on December 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 November 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 corporation. Li Wa Chen is the President of Licensee of record. Licensee of record represents and warrants that Li Wa Chen 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 October 15, 2026, or this settlement offer is deemed withdrawn

2. Roth I.G.A. Foodliner Incorporated
Tim Jennings, President
Nick Desmarais, Secretary
Ryan Barrington-Foote, Director
Jim Pattinson Food Group, Inc, Stkhldr
Great Pacific Enterprises (NY), Inc, Stkhldr
Nick Desmarais, Secretary
Ryan Barrington-Foote, Vice President
4895 Indian School Road NE
Salem, OR 97305
dba **ROTH'S FRESH MARKET (L)**
1595 SW Baker Street
McMinnville, OR 97128

OAR 845-006-0335(1)(a)(b)(c) - On or about July 7, 2026, Licensee's employees, agents, or representatives Lily Jones and David Duchemin 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.

(1st Level Category II(b))

Note: Licensee was charged with this violation by Notice dated October 6, 2026. The total proposed sanction was a 10-day license suspension or a $2,500.00 civil penalty. Licensee wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff aggravated the violation by two days or $500.00 because they determined that the violation involved more than one employee.

SYNOPSIS: MDO, employees failed to verify the age of a minor decoy before selling an alcoholic beverage to her. Aggravating circumstances involved more than one employee. Settlement includes removal from the Responsible Vendor Program.

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 and accepts removal from the Responsible Vendor Program. 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 and Licensee shall be removed from the Responsible Vendor Program.

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 this violation involved more than one employee. OAR 845-006-0500(8)(e)(F). Commission staff recommends that the Commission aggravate the sanction an additional two days for this circumstance. Accordingly, the Notice proposed aggravating the penalty by 2 days or $500.00. The Notice proposed a total penalty of a 12-day license 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 will have the option to install age verification equipment (AVE) by December 1, 2026. 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. 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 December 10, 2026. 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 December 1, 2026, and certified by Commission staff to meet all of the standards identified by OAR 845-009-0142(2) by December 10, 2026, Licensee shall either pay a $500.00 civil penalty before 5:00 PM on December 15, 2026, **OR** serve a two-day suspension beginning at 7:00 AM on December 22, 2026, and ending at 7:00 AM on December 24, 2026.

b. If AVE is not installed by December 1, 2026, or AVE that meets all the standards identified by OAR 845-009-0140(2) is not in use by December 10, 2026, Licensee shall either pay a $3,000.00 civil penalty before 5:00 PM on December 15, 2026, **OR** serve a 12-day suspension beginning at 7:00 AM on December 22, 2026 and ending at 7:00 AM on January 3, 2027.

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 will be removed from the Responsible Vendor Program.

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.

9. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their November 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.

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 corporation. Tim Jennings is President of Licensee of record. Licensee of record represents and warrants that Tim Jennings 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 October 26, 2026, or this settlement offer is deemed withdrawn

3. JK Enterprise Incorporated Josephine Kiraz, President/Stockholder dba **CABARET II (F-COM)** 17544 SE Stark St Portland, OR 97233-4536	OAR 845-006-0347(1)(c), (2)(a) - On or about March 1, 2026, at approximately 11:21 PM, Licensee and/or Licensee's employees, agents, or representatives permitted disorderly activities on the licensed premises or in areas the Licensee controls that are adjacent to or outside the premises, when Licensee's employee, agent, or representative Asofitu "Fitu" Pati observed premises patron Adrian Garcia-Ferrales and a female patron engaging in physical altercation in the premises parking lot, which resulted in injuries to the female patron, and Asofitu Pati did not stop the altercation or otherwise call law enforcement.. (1ST Category III)	Note: Licensee was charged with these violations by Amended Notice dated October 20, 2026. The total proposed sanction was a 10-day license suspension or a $1,650.00 civil penalty. Licensee wishes to enter into this settlement agreement. **AGGRAVATION** Commission staff aggravated the violation by four days or $660.00 because they determined that the violation involved more than one employee.

SYNOPSIS: Licensee's security staff witnessed a physical altercation between two patrons in the premises parking lot and did not take reasonable steps to minimize the disorder, such as stopping the altercation or calling for law enforcement.

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 III violation within two years. 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, 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 $1,650.00. Commission staff determined that the violation involved more than one patron and resulted in injury. OAR 845-006-0500(8)(e)(F) and OAR 845-006-0500(8)(e)(H). Accordingly, the Notice proposed aggravating the penalty by four days or $660.00. The Notice proposed a total penalty of a 14-day license suspension or a $2,310.00 civil penalty.

4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay an $1,815.00 civil penalty before 5:00 PM on December 15, 2026 **OR** serve an 11-day suspension beginning at 7:00 AM on December 22, 2026, and ending at 7:00 AM on January 2, 2027. If the full penalty is not paid prior to 5:00 PM on December 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 November 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 corporation. Josephine Kiraz is a Stockholder and President of Licensee of record. Licensee of record represents and warrants that Josephine Kiraz 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 5:00 PM on October 30, 2026, or this settlement offer is deemed withdrawn

4. Three Sisters Saloon, Inc.
Christopher Justema, Pres/Dir/Stkhldr
Ricardo Orazetti, Vice Pres/Dir/Stkhldr
Ronald Kutella, Sec/Treas/Dir/Stkhldr
dba **CASCADE WEST GRUB & ALE HOUSE (F-COM)**
64 Century Drive
Bend, OR 97702

OAR 845-006-0497(3) - On or about the dates listed below, Licensee or Licensee's employees, agents or representatives failed to follow Licensee's Enforceable Compliance Plan (ECP) when Licensee's employees, agents or representatives served patrons or allowed patrons to possess more than one container of alcohol beverages at a time, as required by paragraph No. 5 of Licensee's ECP.[1]

Date	Approximate time when patron(s) was/were served/possessed more than one alcoholic beverage
March 27, 2026	8:12 PM; 8:23 PM; 8:58 PM; 9:01 PM; 9:06 PM
March 28, 2026	8:01 PM; 8:06 PM; 8:07 PM; 8:08 PM; 8:11 PM; 8:17 PM; 8:45 PM 8:49 PM; 8:58 PM; 9:04 PM; 9:12 PM;
May 8, 2026	11:38 PM
May 9, 2026	12:00 AM; 12:07 AM
May 19, 2026	11:35 PM; 11:36 PM; 11:53 PM

(1st Level Category III)

OAR 845-006-0497(3) - On or about March 28, 2026, Licensee's employee, agent or representative Lindsey Vittetoe, and on or about April 8, 2026, Licensee's employees, agents or representatives Jesse Baker-Riley and Tanner Young, failed to follow Licensee's Enforceable Compliance Plan (ECP) when they failed to use

Note: Licensee was charged with this violation by Notice dated August 25, 2026. The total proposed sanction for Violation Number One, Violation Number Two, Violation Number Three, and Violation Number Four as described in the Notice is a 10 day license suspension or a civil penalty of $1,650.00 for the first violation of this type within two years; a 30-day license suspension or a civil penalty of $4,950.00 for the second violation of this type within two years; a 30-day license suspension for the third violation of this type within two years; and license cancellation for the fourth violation of this type within two years. Because Violations Number One, Two, Three and Four were discovered concurrently, Commission staff determined that they should be charged at the first level. Commission staff determined that the violations were repeated. Licensee requested a hearing but now wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff aggravated the violation by eight days, two days aggravation for each violation, because the violations were repeated.

1 Paragraph No. 5 of Licensee's ECP states that "Patrons may possess no more than one container of alcohol at one time, and each container of alcohol will contain no more than 16 ounces of malt beverage, 16 ounces of cider, six ounces of wine, or two ounces of distilled spirits. Bartenders and servers must observe each patron for whom a drink is purchased to assess their level of intoxication."

(continue **CASCADE WEST GRUB & ALE HOUSE**)

a one-ounce jigger or measured liquor bottle pourer to measure distilled spirts, as required by Licensee's ECP paragraph No. 6.[2]

(2nd Level Category III)

OAR 845-006-0497(3) - On or about March 28, 2026, and June 13, 2026, Licensee's employee, agent or representative Ian Dupack failed to follow Licensee's Enforceable Compliance Plan (ECP) when he mixed, sold, or served alcoholic beverages to patrons after 9:00 PM while on duty at the premises providing security services in violation of Licensee's ECP paragraph No. 1.[3]

(3rd Level Category III)

OAR 845-006-0345(3) - On or about April 8, 2026, Licensee's employees, agents or representatives Jesse Baker-Riley and Maddison Jolley consumed alcoholic beverages while on duty, other than malt beverages, wine or cider permitted as by OAR 845-006-0345(4)(c), when they consumed distilled spirts.

(4th Level Category III)

SYNOPSIS: Licensee violated provisions of Enforceable Compliance Plan by serving or allowing patrons to possess more than one container of alcoholic beverages; failing to use a measuring device to pour distilled spirits; an on-duty employee mixed, sold or served alcoholic beverages while providing security services; and permittees consumed alcoholic beverages while on duty. All violations were repeated.

2 Paragraph No. 6 of Licensee's ECP states that "Licensee's alcohol servers will use a one-ounce jigger or one-ounce measured liquor bottle pourer to measure pours of distilled spirits."

3 Paragraph No. 1 of Licensee's ECP states in pertinent part, "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."

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 violations described in the Notice. These were Licensee's first, second, third, and fourth Category III violations within two years. 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, 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 Violation Number One, Violation Number Two, Violation Number Three, and Violation Number Four as described in the Notice is a 10 day license suspension or a civil penalty of $1,650.00 for the first violation of this type within two years; a 30-day license suspension or a civil penalty of $4,950.00 for the second violation of this type within two years; a 30-day license suspension for the third violation of this type within two years; and license cancellation for the fourth violation of this type within two years. Because Violations Number One, Two, Three and Four were discovered concurrently, Commission staff determined that they should be charged at the first level. Commission staff determined that the violations were repeated. OAR 845-006-0500(8)(e)(B). Accordingly, the Notice proposed aggravating the penalty by eight days[4] or $1,320.00 (two days or $330.00 for each circumstance). The Notice proposed a total penalty of a 48-day license suspension or a $7,920.00 civil penalty.

4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a $5,940.00 civil penalty before 5:00 PM on December 15, 2026, **OR** serve a 36-day suspension beginning at 7:00 AM on December 22, 2026, and ending at 7:00 AM on January 27, 2027. If the full penalty is not paid prior to 5:00 PM on December 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. 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

4 A Scrivener's error in the Notice stated the aggravation was ten days. The civil penalty in the Notice was calculated based on eight days aggravation (two days for each violation).

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 November 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.

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 corporation. Christopher Justema is the President of Licensee of record. Licensee of record represents and warrants that Christopher Justema 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 October 15, 2026, or this settlement offer is deemed withdrawn