

ADMINISTRATIVE HEARINGS DIVISION

October 16, 2025

STIPULATED SETTLEMENT AGREEMENT - LIQUOR LICENSING CASE

1. Sizzlin Downtown Buffet, LLC
Elizabeth Cisneros, Member
dba **SIZZLIN DOWNTOWN
BUFFET**
601 Main St. Ste. 2
Klamath Falls, OR 97601

OAR 845-005-0355(1)(a), the Oregon Liquor and Cannabis Commission (OLCC or Commission) may restrict a license when, in the absence of a restriction, the Commission has a basis to cancel, suspend/fine, or deny the license.

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.

OAR 845-005-0311 states, in pertinent part:

***** (5) Financial Interest. Under ORS 471.757, the Commission may require the licensee or applicant to identify the persons and entities with a financial interest in the business. The Commission may evaluate such person as if the person were the actual licensee or license applicant. If that evaluation reveals any circumstances that would support grounds for the denial, cancellation or suspension of such a license or license application, the Commission may deny, cancel or suspend the license of the actual licensee or issue the license with restrictions. For purposes of this rule, a “financial interest” exists if the performance of the business causes, or is capable of causing, a person or entity to benefit or suffer financially. Examples of a financial interest include, but are not limited to:

***** (g) A spouse or domestic partner of a licensee, or individual with a financial interest. For purposes of this subsection, “domestic partners” includes adults who share the same regular and permanent address and would be financially affected by the success or failure of the business as well as adults who qualify for a “domestic partnership” as defined under ORS 106.310.

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

Note: Licensee was issued a Notice of Proposed License Restrictions dated September 23, 2025. Licensee wishes to dispose of this licensing matter by settlement agreement, including the imposition of the listed restrictions.

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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:

***** (5) The applicant does not have a good record of compliance with ORS Chapter 471, 473, 474, 475C, or any rules adopted thereunder. Upon the Commission's determination that a basis to refuse the application has been established under this criterion, the Commission may consider the following intervening circumstances and may consider other intervening circumstances, depending on the facts of the case:

- (a) The passage of time since the most recent violation.
- (b) The seriousness of the applicant's violation record.
- (c) The personal involvement in a violation by the applicant.
- (d) Whether the applicant immediately implemented control measures that effectively prevented future violations.
- (e) Whether a violation was aggravated or mitigated.
- (f) The applicant's acceptance of any relevant license restriction.

SYNOPSIS: Applicant applied for a Limited On-Premises sales license. Applicant's husband, Antonio Cisneros, has a financial interest in the business. Antonio Cisneros has a poor record of compliance with ORS Chapter 471, 473, 474, 475C, or rules adopted thereunder due to a previous license cancellation and that record is not overcome by intervening circumstances. As part of a settlement, Applicant is willing to accept the below restrictions that will prohibit Antonio Cisneros from engaging in management of the licensed business and mixing, selling, or serving any alcoholic beverages, but will allow Antonio Cisneros to work in a limited capacity at the premises.

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:
 - (1) Licensee and Licensee's employees, agents, or representatives will not allow ANTONIO CISNEROS to take part in the operation or management of the business.

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- (2) Licensee and Licensee's employees, agents, or representatives will not allow ANTONIO CISNEROS to provide services to the business involving the mixing, selling, or service of alcoholic beverages, or the direction or supervision of Licensee's employees, agents, or representatives who are involved in the mixing, selling, or service of alcoholic beverages.
 - (3) Licensee and Licensee's employees, agents, or representatives will not allow ANTONIO CISNEROS to be the only employee, agent, or representative of the Licensee present at the licensed premises at any time when the licensed premises is open to the public.
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.
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.

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10. Applicant is an Oregon Limited Liability Company. Elizabeth Cisneros is a Member of Applicant. Applicant represents and warrants Elizabeth Cisneros individually has the authority to enter into this Settlement Agreement and bind Applicant on its behalf. This agreement is binding upon Applicant, its agents, employees, representatives, shareholders, 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 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 November 24, 2025, or this settlement offer is deemed withdrawn.