ADMINISTRATIVE HEARINGS DIVISION

October 15, 2026

STIPULATED SETTLEMENT AGREEMENT - LIQUOR VIOLATION CASE

1. MY3 Investments, Inc
Mark Wright, Pres/Dir/Stkhldr
Yihong Wright, Sec/Dir/VP
dba **PLATINUM PUB 3 (F-COM)**
4245 SE 182nd Avenue
Gresham, OR 97030

ORS 471.360(3) - From about July 30, 2024 to about October 5, 2025, Licensee permitted its employee, agent or representative Anthony Allison to mix, sell, or serve alcoholic beverages, or supervise those who do, without a valid service permit or temporary service permit issued by the Commission.

(1st Level Category III)

Note: Licensee was charged with this violation by Notice dated September 1, 2026. The total proposed sanction was a 12-day license suspension or a $1980.00 civil penalty. Licensee wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff aggravated the violation by two days or $330.00 because they determined that Licensee's employee worked without a permit for more than 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 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 Licensee's employee Anthony Allison 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 12-day license suspension or a $1,980.00 civil penalty.

4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a $1,485.00 civil penalty before 5:00 PM on November 16, 2026 **OR** serve a nine-day suspension beginning at 7:00 AM on November 23, 2026 and ending at 7:00 AM on December 2, 2026. If the full penalty is not paid prior to 5:00 PM on November 16, 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 October 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. Yihong Wright is the Secretary/Director/Vice President of Licensee of record. Licensee of record represents and warrants that Yihong Wright 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 September 25, 2026, or this settlement offer is deemed withdrawn.

2. Jill Miller Adventures, LLC Jill Miller, Member dba **TWO POINT INN TAVERN (L)** 5277 N Lombard St Portland, OR 97203	OAR 845-006-0335(1)(a)(b)(c) - On or about July 9, 2026, Licensee Jill Miller failed to verify the age 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 September 1, 2026. The total proposed sanction was a 12-day license suspension or a $3000.00 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 Licensee Jill Miller personally committed the violation.

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 Jill Miller personally committed the violation. *P-Mart*, OLCC-92-V-098. 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 November 16, 2026 **OR** serve a nine-day suspension beginning at 7:00 AM on November 23, 2026, and ending at 7:00 AM on December 2, 2026. If the full penalty is not paid prior to 5:00 PM on November 16, 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 October 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. Jill Miller is a member of Licensee of record. Licensee of record represents and warrants that Jill Miller 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 September 24, 2026, or this settlement offer is deemed withdrawn

3. O'Faolain's Pub, LLC
Tyler Whelan, Member
Joseph Whelan, Member**[1]**
dba **WHELAN'S IRISH PUB**
11709 SE Division St
Portland, OR 97266

ORS 471.315(1)(a)(J) - On or about February 18, 2025, Licensee Joseph Whelan was convicted of Assault in the Fourth Degree, ORS 163.160(2), a Class A Misdemeanor, and Failure to Perform Duties of a Driver - Property Damage, ORS 811.700, a Class A Misdemeanor, in Multnomah County Circuit Court for crimes committed on or about January 16, 2025 on the licensed premises or in areas controlled by the licensee.

(Category I)

ORS 471.425(1) - On or about the dates listed below, Licensee made false statements or representations to the Commission in order to induce or prevent action by the Commission when on multiple license renewal forms, Licensee was asked to list any "arrests or convictions" during the last 18 months and Licensee did not list any arrests, but Licensee Joseph Whelan was arrested within 18 months prior to multiple renewals, as detailed in the table below:

Date Renewal Form Signed	**Arrest Date**
June 8, 2019	April 5, 2018
June 3, 2022	September 27, 2021
	September 29, 2021
	February 20, 2022
June 25, 2024	October 7, 2023
	October 27, 2023
	December 2, 2023
	March 14, 2024

(1st Level Category II)

OAR 845-006-0347(1)(c), (2)(a) - On or about November 1, 2025, at approximately 2:05 AM, 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

Note: Licensee was charged with these violations by Amended Notice dated July 14, 2026. The proposed sanction was License cancellation. Licensee requested a hearing and now wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff proposed aggravating the penalty because Violation Number Two was repeated.

1 The caption reflects the membership in Licensee of Record at the time of the alleged violations. On March 21, 2025, Licensee of Record, O'Faolains Pub, LLC, submitted a Change of Business Structure request to remove Joseph Whelan as a Member. On June 12, 2025, OLCC approved the request.

(continue **WHELAN'S IRISH PUB**)

Joseph Whelan[2] told premises patron J. Sanchez-Gomez to leave the licensed premises, pushed, and then proceeded to shove Sanchez-Gomez and punch Sanchez-Gomez in the face causing Sanchez-Gomez to bleed.

(1st Level Category III)

SYNOPSIS: Licensee Joseph Whelan received two convictions for misdemeanors committed on the licensed premises when he assaulted a patron and used his vehicle to strike another vehicle in the parking lot of the licensed premises. Additionally, Licensee's employee, agent or representative permitted disorderly activities on the licensed premises when J. Whelan pushed, shoved, and ultimately punched a patron in the face while inside the licensed premises. Licensee also made false statements or representations to the Commission when Licensee failed to disclose J. Whelan's arrests in 2018, 2021, 2022, and 2023 on license renewal forms, as required. After receiving the Proposed Notice of License Cancellation Licensee Tyler Whelan filed a restraining order against Joseph Whelan, barring J. Whelan from 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 I, Category II, and Category III violations within two years. Any subsequent Category I, Category II and 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 violations described in the Notice is license cancellation. Commission staff determined that Violation Number Two was repeated. OAR 845-006-0500(8)(e)(B). Accordingly, the Notice proposed aggravating the penalty.

4. As an alternative to the proposed penalty in the Notice:

    a. 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 JOSEPH WHELAN to take any part in the operation or management of the business or to provide any services to the business.

        2. Licensee and Licensee's employees, agents, or representatives will not allow JOSEPH WHELAN to be an employee or agent of the business or otherwise act in a representative capacity on behalf of the business.

2 During OLCC's investigation of this incident, Licensee Tyler Whelan confirmed that Joseph Whelan visited the licensed premises "to fix things".

3. Licensee and Licensee's employees, agents, or representatives will not allow JOSEPH WHELAN to be present at the licensed premises at any time.

b. Licensee shall either pay a $7,425.00 civil penalty before 5:00 PM on November 16, 2026, **AND** serve a 15-day suspension beginning at 7:00 AM on November 23, 2026 and ending at 7:00 AM on December 8, 2026 **OR** serve a 52-day suspension beginning at 7:00 AM on November 23, 2026 and ending at 7:00 AM on January 14, 2027. If the civil penalty is not paid prior to 5:00 PM on November 16, 2026, then Licensee shall serve the full 52-day 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 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 October 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.

(continue **WHELAN'S IRISH PUB**)

11. Licensee of record is an Oregon limited liability company. Tyler Whelan is a Member of Licensee of record. Licensee of record represents and warrants that Tyler Whelan 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.

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 August 24, 2026, or this settlement offer is deemed withdrawn