

## ADMINISTRATIVE HEARINGS DIVISION

September 18, 2025

### STIPULATED SETTLEMENT AGREEMENTS - LIQUOR VIOLATION CASES

1. Ashlie Melissa Garcia  
979 Oakwood St NE  
dba **G & Z MINI MART**  
1195 N Pacific Hwy  
Woodburn, OR 97071

ORS 471.405(1) – On or about October 23, 2024, Licensee sold or offered for sale alcoholic beverages in a manner, or to a person, other than its Off-Premises Sales License permitted, when Licensee and/or licensee's employees, agents, or representatives had factory-sealed containers of distilled spirits for sale (as such term is defined in ORS 471.406(7)), for off-premises consumption, at the licensed premises, and Licensee's employee, agent or representative Miguel Flores Garcia sold a 50 ml bottle of Hennessy Cognac, a distilled spirit, to OLCC Inspector C. Cabellero.

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

Note: Licensee was charged with this violation by Notice dated June 10, 2025. The Standard sanction for the violation is license cancellation. Licensee requested a hearing and now wishes to enter into this settlement agreement.

**SYNOPSIS:** Licensee holds an Off Premises Sales License which does not allow for the sale of distilled spirits at the premises. OLCC received a report that Licensee was selling distilled spirits and an investigation revealed that Licensee had a shelf in their premises that displayed small bottles of distilled spirits for sale and during the investigation, an employee sold a bottle of distilled spirits to an OLCC Inspector.

#### **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 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 license cancellation.

(Continued: G & Z Mini Mart)

4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$4,950.00 civil penalty before 5:00 PM on October 15, 2025 **OR** serve a 30-day suspension beginning at 7:00 AM on October 22, 2025 and ending at 7:00 AM on November 21, 2025. If the full penalty is not paid prior to 5:00 PM on October 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. 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 September 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 a sole proprietor. Ashlie Melissa Garcia is the Licensee of record. Licensee of record represents and warrants that Ashlie Melissa Garcia 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.

**(Continued: G & Z Mini Mart)**

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 22, 2025, or this settlement offer is deemed withdrawn.