

# ADMINISTRATIVE HEARINGS DIVISION

April 17, 2025

## STIPULATED SETTLEMENT AGREEMENTS FOR MARIJUANA VIOLATION CASES

1. Green Leaf Lab, LLC  
Rowshan Reordan, Mng Member  
dba **GREEN LEAF LAB**

(Laboratory)

ORAR 845-025-5075(1)(d) - On or about the dates listed below, Laboratory Licensee and/or its employees, agents, or representatives engaged in activity that violates a provision of ORS 475C, ORAR 333-007-0300 through ORAR 333-007-0500 or ORAR 333, Division 64 or ORAR 845, Division 25, specifically ORAR 333-064-0100(2)(a)(E), when Licensee's employee, agent or representative failed to take the sufficient number of increments in their sample required by the Oregon Environmental Laboratory Accreditation Program (ORELAP) sampling protocols.

(Category I)

Note: Licensee was charged with this violation by Notice dated September 25, 2024. The total proposed sanction was a 40-day license suspension, or a \$10,000.00 civil penalty. Licensee requested a hearing and now wishes to enter into this settlement agreement.

### **AGGRAVATED**

Commission staff aggravated the violation for repeated failure to comply with laws.

### **MITIGATION**

Commission staff mitigated the violation because the Licensee was not personally involved in or aware of the violation.

Date	Employee, Agent or Representative	Sampled for Licensee	Samples	Increments Required	Increments Taken
November 28, 2023	Devin Borja	JR Organic Farms, LLC, Producer License #1006260056A	5	43	35
December 8, 2023	Devin Borja	F&J's Farm LLC, Producer License #1005723D77C	4	36	25
January 5, 2024	Devin Borja	West Coast Organics Ag, LLC, Producer License #10148708135	14	244	127
January 12, 2024	Devin Borja	F&J's Farm LLC, Producer License #1005723D77C	5	45	31
March 4, 2024	Dirk Pree	The Fire Lab, LLC, Producer License #101752721DF	5	52	6

(continue **GREEN LEAF LAB**)

**SYNOPSIS:** An OLCC investigation into Licensee's marijuana sampling practices revealed multiple sampling violations regarding the number of increments collected. In examining six sampling events, five were found to take fewer increments per sample than required. Each sample is made up of a number of increments, a portion of marijuana taken by the laboratory field representative at a single time, and the number of increments required for each sample is determined by the weight of the batch. Without enough increments, the sample cannot accurately represent the marijuana being sampled as a whole. The Commission staff determined that the conduct constituting these violations did not rise to the level of cancellation given the circumstances.

### **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. 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. Commission staff aggravated the violation for repeated failure to comply with laws. OAR 845-025-8590(4)(e)(B). Commission staff mitigated the violation because the Licensee was not personally involved in or aware of the violation. OAR 845-025-8590(5)(d)(F). Commission staff determined that the conduct constituting this violation did not rise to the level of cancellation given the circumstances and that mitigation downward from proposed cancellation was warranted. OAR 845-025-8590(5)(c). The Notice proposed a total penalty of a 40-day license suspension or a \$10,000.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$7,000.00 civil penalty before 5:00 PM on May 15, 2025 **OR** serve a 28-day suspension beginning at 7:00 AM on May 22, 2025 and ending at 7:00 AM on June 19, 2025. If the full penalty is not paid prior to 5:00 PM on May 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. Licensee agrees that any action taken in violation of OAR 845-025-8580 while the Licensee is serving a suspension establishes Licensee lacks the judgment and capabilities to comply with rules and statutes as required to be hold a marijuana license and is conduct that poses a significant risk to public health and safety under ORS 475C.265(3)(a).
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.

(continue **GREEN LEAF LAB**)

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 April 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 an Oregon limited liability company. Rowshan Reordan is the Managing Member of Licensee of record. Licensee of record represents and warrants that Rowshan Reordan 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 March 10, 2025, or this settlement offer is deemed withdrawn.

2. **DAVID JONES (WP #9E078U)**

14419 Camden Ln  
Lake Oswego, OR 97035

OAR 845-025-5075(1)(d) - On or about the dates listed below, you engaged in activity that violates a provision of ORS 475C, OAR 333-007-0300 through OAR 333-007-0500 or OAR 333, Division 64 or OAR 845, Division 25, specifically OAR 333-064-0100(2)(a)(E), when you failed to take the sufficient number of increments required by the Oregon Environmental Laboratory Accreditation Program (ORELAP) sampling protocols.

Note: Permittee was charged with this violation by Notice dated October 23, 2024. The total proposed sanction was a 40-day permit suspension or a \$1,000.00 civil penalty. Permittee requested a hearing and now wishes to enter into this settlement agreement.

**AGGRAVATED**

Commission staff aggravated the violation for repeated failure to comply with laws.

(Category I)

Date	Sampled for Licensee	Samples	Increments Required	Increments Taken
October 30, 2023	Green Fire Gardens, LLC, Producer License #1015954B32F	4	36	10
November 13, 2023	Green Fire Gardens, LLC, Producer License #1015954B32F	5	45	12
November 20, 2023	Culture Farms Inc., Producer License #10160754893	3	35	7
December 11, 2023	Green Fire Gardens, LLC, Producer License #1015954B32F	4	37	9
December 12, 2023	Culture Farms Inc., Producer License #10160754893	3	40	7

**SYNOPSIS:** During an OLCC investigation into industry marijuana sampling practices, inspectors reviewed video of Permittee's sampling events and noticed multiple sampling violations in the number of increments collected per sample. Each sample is made up of a number of increments, a portion of marijuana taken by the laboratory field representative at a single time, and the number of increments required for each sample is determined by the weight of the batch. Without enough increments, the sample cannot accurately represent the marijuana being sampled as a whole. Permittee took significantly fewer increments than required for each sample collected through five sampling events that were reviewed on video. The Commission staff determined that the conduct constituting these violations did not rise to the level of cancellation given the circumstances.

**TERMS OF AGREEMENT**

1. This Settlement Agreement resolves only the violation(s) identified in the Notice.
2. Permittee admits the facts described in the Notice and accepts responsibility for the violation described in the Notice. This was Permittee'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 Permittee's Commission file and may be considered in any future application for any license or permit by the Permittee.

3. The standard sanction for the violation described in the Notice is Worker Permit cancellation. Commission staff aggravated the violation for repeated failure to comply with laws. OAR 845-025-8590(4)(e)(B). Commission staff determined that the conduct constituting this violation did not rise to the level of cancellation given the circumstances and that mitigation downward from proposed cancellation was warranted. OAR 845-025-8590(5)(c). The Notice proposed a total penalty of a 40-day permit suspension or a \$1,000.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Permittee shall either pay a \$700.00 civil penalty before 5:00 PM on May 15, 2025 **OR** serve a 28-day suspension beginning at 7:00 AM on May 22, 2025 and ending at 7:00 AM on June 19, 2025. If the full penalty is not paid prior to 5:00 PM on May 15, 2025, then Permittee shall serve the full suspension. If Permittee acts in any way that is not allowed by rule or statute while under suspension, OLCC may file a violation against Permittee and Permittee's service permit may be cancelled, suspended, or Permittee may receive a civil penalty. If OLCC notifies Permittee that Permittee has violated a rule or statute while under suspension, Permittee 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. Permittee withdraws the request for a hearing.
6. If Permittee's worker permit expires and is not renewed, or is surrendered before the Commission issues the final order incorporating this Settlement Agreement, the Permittee agrees to accept a Letter of Reprimand for the violation. This reprimand becomes a permanent part of the Permittee's Commission file and may be considered in any future application for any license or permit by the Permittee.
7. Permittee accepts this Settlement Agreement without any conditions or reservations. Permittee is aware of Permittee'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. Permittee is aware of Permittee's right to seek judicial review of a final order issued in the matter. Permittee 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, Permittee 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 April 2025 meeting. If the Settlement Agreement is not accepted and approved in its entirety by the Commission it is deemed null and void and Permittee'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. Permittee 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 David Jones WP #9E078U)

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 March 24, 2025, or this settlement offer is deemed withdrawn