

ADMINISTRATIVE HEARINGS DIVISION

July 16, 2026

STIPULATED SETTLEMENT AGREEMENTS FOR MARIJUANA VIOLATION CASES

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| <p>1. Verta-Go Ventures, LLC
Brandon Pierson, Member/Manager
Elisiva Weilert, Manager
Kyle Dobashi, Manager
Rocksolid Creek, LLC, Member
dba TOP HAT EXPRESS (RET)
11916 SE 22nd Ave
Milwaukie, OR 97222</p> <p>(Retailer)</p> | <p>OAR 845-025-8520(1) - On or about February 19, 2025, Licensee's employee, agent, or representative Bryan Schaller sold, delivered, transferred, or made available a marijuana item to a minor decoy, a person under 21 years of age who did not hold a valid OMMP patient or caregiver card.</p> <p>(2nd Category II(b))</p> | <p>Note: Licensee was charged with this violation by Notice dated February 17, 2026. The standard sanction is a 30-day license suspension. Licensee requested a hearing and now wishes to enter into this settlement agreement.</p> <p style="text-align: center;"><u>MITIGATION</u></p> <p>Commission staff determined that that mitigation of the standard penalty was appropriate as Licensee was not personally involved in or aware of the violation, therefore proposed mitigating the penalty by three days.</p> |
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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) violation 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. Commission staff determined that Licensee was not personally involved in or aware of the violation. OAR 845-025-8590(d)(F). Accordingly, the Notice proposed mitigating the penalty by three days. The Notice proposed a total penalty of a 27-day license suspension.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$1,980.00 civil penalty before 5:00 PM on August 17, 2026, and serve a seven-day license suspension beginning at 7:00 AM on August 24, 2026, and ending at 7:00 AM on August 31, 2026 **OR** serve a 19-day license suspension beginning at 7:00 AM on August 24, 2026, and ending at 7:00 AM on September 12, 2026. If the \$1,980.00 civil penalty is not paid prior to 5:00 PM on August 17, 2026, then Licensee shall serve the full 19-day license 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.

(Continued: **TOP HAT EXPRESS**)

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 July 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 limited liability company. Brandon Pierson is a member/manager of Licensee of record. Licensee of record represents and warrants that Brandon Pierson 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.