

ADMINISTRATIVE HEARINGS DIVISION

December 19, 2024

STIPULATED SETTLEMENT AGREEMENTS - LIQUOR VIOLATION CASES

1. **JESSICA KELLAR (SP #G14U56)**

OAR 845-006-0335(1)(a)(b)(c) – On or about September 6, 2023, service permittee failed to verify the age of a minor, before allowing them to buy or be served an alcoholic beverage when they reasonably appeared to be under 26 years of age.

Note: Permittee was charged with this violation by Notice dated August 28, 2024. The total proposed sanction was a 10-day service permit suspension or a \$350.00 civil penalty. Permittee requested a hearing and now wishes to enter into this settlement agreement.

(1st Level Category II(b))

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 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 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 a 10-day license suspension or a civil penalty of \$350.00. The Notice proposed a total penalty of a 10-day license suspension or a \$350.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Permittee shall either pay a \$245.00 civil penalty before 5:00 PM on January 15, 2025, **OR** serve a seven-day suspension beginning at 7:00 AM on January 22, 2025, and ending at 7:00 AM on January 29, 2025. If the full penalty is not paid prior to 5:00 PM on January 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 service 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.

(continue **JESSICA KELLAR (SP #G14U56)**)

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 December 2024 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.
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 November 22, 2024, or this settlement offer is deemed withdrawn.

2. Three Rivers Grill, Inc.
James Dey, Pres/Dir/Stkhldr
Courtenay Dey, VP/Sec/Dir/Stkhldr
dba **THREE RIVERS GRILL (F-COM)**
601 Oak St
Hood River, OR 97031

OAR 845-006-0335(1)(a)(b)(c) – On or about December 21, 2023, Licensee’s employee, agent, or representative Rosina Smith¹ failed to verify the age of a minor before allowing them to buy or be served an alcoholic beverage, when they reasonably appeared to be under 26 years of age.

Note: Licensee was charged with these violations by Notice dated October 9, 2024. The total proposed penalty was a 42-day license suspension or a \$6,600.00 civil penalty in lieu of 40 days of the suspension, with the remaining two days mandatory. Licensee wishes to enter into this settlement agreement.

(1st Level Category III (a))

ORS 471.360(1)(a) and (b) - From about June 18, 2022 to about December 21, 2023, Licensee permitted its employee, agent, or representative Rosina Smith to mix, sell, or serve alcoholic beverages, or supervise those who do, without a valid service permit issued by the Commission.

AGGRAVATION
Commission staff proposed aggravating Violation Number Two by two days because their employee worked without a permit for more than six months.

(2nd Level Category III)

SYNOPSIS: A service permit violation was discovered during a Minor Decoy Operation. Employee was hired without a service permit and served without one at the premises for over six months. This was Licensee’s second service permit violation within two years. Licensee is in the Responsible Vendor Program.

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. Violation Number One was Licensee’s first Category III(a) violation within two years. Any subsequent Category III(a) violations within the same two years will be charged starting at the second level. Violation Number Two was Licensee’s second Category III violation within two years. Any subsequent Category III violations 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, these violations 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 a 10-day license suspension or a civil penalty of \$1,650.00 for Violation Number One and a 30-day license suspension or a civil penalty of \$4,950.00 for Violation Number Two. Commission staff proposed aggravating Violation Number Two because Employee Rosina Smith worked without a 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 42-day license suspension or a \$6,600.00 civil penalty in lieu of 40 days of the suspension, with the remaining two days mandatory.

1 Aka Rosina Randall

(continue **THREE RIVERS GRILL**)

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 January 15, 2025 **OR** serve a 30-day suspension beginning at 7:00 AM on January 22, 2025 and ending at 7:00 AM on February 21, 2025. If the full penalty is not paid prior to 5:00 PM on January 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. 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 violations. 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 December 2024 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. James Dey is a President/Director/Stockholder of Licensee of record. Licensee of record represents and warrants that James Dey 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. The Settlement Agreement must be signed and received by the Commission by November 7, 2024, or this settlement offer is deemed withdrawn

3. Joanne's Place, LLC
Joanne Haney, Managing Mbr.
dba **TUALATIN STATION BAR
& GRILL (F-COM)**
18770 SW Boones Ferry Rd
Tualatin, OR 97062

OAR 845-006-0345(4)(a)(C) – On or about March 25, 2023, Licensee asked or encouraged their employee, agent, or representative to conceal potential evidence, or to attempted to do so, when Licensee Joanne Haney told Licensee's employee, agent, or representative, Julie Ellett, to not report to the Commission an incident that occurred on that same date involving Licensee's employee, agent, or representative Jeremy Waggoner harassing multiple people inside the premises while Waggoner was under the influence of alcoholic beverages.

(1st Level Category III)

Note: Licensee was charged with this violation by Notice dated October 8, 2024. The total proposed sanction is a 14-day license suspension or a \$2,310.00 civil penalty. Licensee requested a hearing and now wishes to enter into this settlement agreement.

AGGRAVATION

Commission staff proposed adding four days of aggravation because Licensee personally committed the violation.

SYNOPSIS: J. Waggoner, an off-duty manager for the licensed premise, came into the establishment intoxicated and yelled at Permittee J. Ellett. Customers who witnessed the interaction described Manager Waggoner's behavior as unacceptable and disrespectful. Permittee Ellett informed Licensee Haney of the incident and was told by Licensee Haney to not report the incident to OLCC.

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 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 the violation was intentional. OAR 845-006-0500(8)(e)(E). Commission staff also determined Licensee personally committed the violation. OAR 845-006-0500(8)(e)(E); *P-Mart*, OLCC-92-V-098, April 1993. Accordingly, the Notice proposed aggravating the penalty by four days or \$660.00. The Notice proposed a total penalty of a 14-day license suspension or a \$2,310.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$1,815.00 civil penalty before 5:00 PM on January 13, 2025 **OR** serve an 11-day suspension beginning at 7:00 AM on January 21, 2025 and ending at 7:00 AM on February 1, 2025. If the full penalty is not paid prior to 5:00 PM on January 13, 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.

(continue **TUALATIN STATION BAR & GRILL (F-COM)**)

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 December 2024 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. Joanne Haney is a Managing Member of Licensee of record. Licensee of record represents and warrants that Joanne Haney 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 November 27, 2024, or this settlement offer is deemed withdrawn.