

ADMINISTRATIVE HEARINGS DIVISION

November 21, 2024

STIPULATED SETTLEMENT AGREEMENTS - LIQUOR VIOLATION CASES

1. JT Kitchen Company
Maria Theresa Gonzales,
Pres/Sec/Dir/Stkhdr
PO Box 767
Newport, OR 97365
dba **CUISINAKO (L)**
134 SW Bay Blvd
Newport, OR 97365

OAR 845-006-0335(1)(a)(b)(c) – On or about May 22, 2024, Licensee Maria Theresa Gonzales 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.

(1st Level Category II(b))

OAR 845-006-0335(1)(a)(b)(c) - June 23, 2024, Licensee’s employee, agent, or representative Elia Garcia-Ramos 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.

(2nd Level Category II(b))

Note: Licensee was charged with these violations by Notice dated September 11, 2024. The total proposed sanction was a 42-day license suspension or a \$7,950.00 civil penalty. Licensee wishes to enter into this settlement agreement to resolve these violations.

AGGRAVATION

Commission staff proposed aggravating Violation Number One because it was personally committed by Licensee Maria Theresa Gonzales.

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 and second Category II(b) violations within two years. Any subsequent Category II(b) 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.

(Continued **CUISINAKO (L)**)

3. The standard sanction for the violations described in the Notice is a 10-day license suspension or a civil penalty of \$2,500.00 for Violation Number One and a 30-day license suspension or a \$4,950.00 civil penalty for Violation Number Two. Commission staff proposed aggravating Violation Number One because it was personally committed by Licensee Maria Theresa Gonzales. The Notice proposed a total penalty of a 42-day license suspension or a \$7,950.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee will have the option to install age verification equipment (AVE) by December 1, 2024. In the event Licensee installs AVE, Licensee will utilize the equipment to verify the age of every patron who reasonably appears to be under 26 years of age. All alcohol sales will be run through registers at which AVE is installed. Installation of AVE that meets all standards set forth in this agreement and in OAR 845-009-0140(2) is done in lieu of 10 days of the suspension or \$2,500.00 of the civil penalty for Violation Number One. If Licensee chooses to install AVE as outlined in this paragraph, Commission staff will certify that the AVE meets all of the standards identified by OAR 845-009-0140(2) by December 10, 2024. Licensee understands that it is eligible for a credit for installation of AVE only one time, that the equipment is expected to remain in good order, and that the equipment must be used for as long as Licensee has a liquor license at this premises. Licensee understands that failure to use the equipment, whether by human error or malfunction in future violations, may result in increased penalties and, if applicable, removal from the Responsible Vendor Program.
 - a) If AVE is installed by December 1, 2024, and certified by Commission staff to meet all the standards identified in OAR 845-009-0140(2) by 5:00PM on December 10, 2024, Licensee will pay a \$3,965.00 civil penalty before 5:00 PM on December 16, 2024, or serve a 23-day license suspension beginning at 7:00 AM on December 23, 2024, and ending at 7:00 AM on January 15, 2025.
 - b) If AVE is not installed by December 1, 2024, or AVE that meets all the standards identified in OAR 845-009-0140(2) is not in use by December 10, 2024, Licensee will either pay a \$6,465.00 civil penalty before 5:00 PM on December 16, 2024, **OR** serve a 33-day suspension beginning at 7:00 AM on December 23, 2024, and ending at 7:00 AM on January 25, 2025.
5. 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 **CUISINAKO (L)**)

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 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 November 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 corporation. Maria Theresa Gonzales is President/Secretary/Director/Stockholder of Licensee of record. Licensee of record represents and warrants that Maria Theresa Gonzales individually has the authority to enter into this Settlement Agreement and bind Licensee of record on its behalf.

(Continued **CUISINAKO (L)**)

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 11, 2024, or this settlement offer is deemed withdrawn.

2. Aliboard Food Services, LLC
Richard Summers, Member
dba **STEELHEAD TAVERN (F-COM)**
6401 Rogue River Hwy
Grants Pass, OR 97527

OAR 845-006-0335(1)(a)(b)(c).– On or about June 28, 2023, Licensee’s employee, agent, or representative Michelle Campini 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 April 3, 2024. The total proposed penalty was a 40-day license suspension or a \$7,450.00 civil penalty. Licensee requested a hearing and now wishes to enter into this settlement agreement.

(1st Level Category II(b))

ORS 471.360(1)(a) and (b) - On or about December 28, 2023, Licensee’s employee, agent, or representative Michelle Campini 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

(2nd Level Category II(b))

TERMS OF AGREEMENT

1. This Settlement Agreement resolves only the violations 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 and second Category II(b) violations 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, the 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 40-day license suspension or a civil penalty of \$7,450.00. The Notice proposed a total penalty of a 40-day license suspension or a \$7,450.00 civil penalty.
4. As an alternative to the proposed penalty in the Notice, Licensee shall either pay a \$5,215.00 civil penalty before 5:00 PM on December 16, 2024, **OR** serve a 28-day suspension beginning at 7:00 AM on December 23, 2024, and ending at 7:00 AM on January 20, 2025. If the full penalty is not paid prior to 5:00 PM on December 16, 2024, 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.

(Continued **STEELHEAD TAVERN (F-COM)**)

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 9.
8. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their November 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. Richard Summers is a Member of Licensee of record. Licensee of record represents and warrants that Richard Summers 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 5:00 PM on September 12, 2024, or this settlement offer is deemed withdrawn.

3. Foothill Winery at Hillcrest Orchard, LLC
Christina Day, Managing Member
Charles Day, Member
dba **ROXY ANN WINERY/
NORTHWEST WINE BROKERS (WY)**
3283 Hillcrest Rd
Medford, OR 97504

OAR 845-006-0347(5) – On or about October 14, 2023, Licensee’s employee, agent, or representative permitted the consumption of alcohol in a parking lot that the licensee controls that is associated with the licensed business that was not approved for the sale or service of alcoholic beverages, when Licensee’s employee, agent, or representative Cherie Studebaker consumed vodka, an alcoholic beverage, in the premises parking lot.

(1st Level Category III)

Note: Licensee was charged with this violation by Notice dated September 10, 2024. The standard sanction for the violation is a 10-day license suspension or a civil penalty of \$1,650.00. License wishes to enter into this settlement agreement to resolve this violation.

AGGRAVATION

Commission staff proposed aggravating Violation Number One because this violation was intentionally committed by Licensee’s employee, agent, or representative Cherie Studebaker Commission staff recommends adding an additional two days for this circumstance.

SYNOPSIS: Licensee holds a Winery License. Medford Police Department arrested Permittee Cherie Studebaker for DUII after Permittee Studebaker left work at the winery on October 14, 2023. An investigation revealed that Permittee Studebaker had consumed tastings of wine during her shift, but it is unclear if the amount of those tastings were within the limits set by the Commission. Then after their shift, Permittee Studebaker consumed vodka in the winery’s parking lot, an area licensee controls. Permittee was charged separately for this incident and Licensee and Permittee received a warning for drinking on duty.

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). 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 December 16, 2024 **OR** serve a nine-day suspension beginning at 7:00 AM on December 23, 2024 and ending at 7:00 AM on January 1, 2025. If the full penalty is not paid prior to 5:00 PM on December 16, 2024, 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

(Continued **ROXY ANN WINERY / NORTHWEST WINE BROKERS (WY)**)

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 8.
7. This Settlement Agreement is conditioned upon final approval by the Commission and will be reviewed by the Commissioners at their November 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 limited liability company. Charles Day is a Member of Licensee of record. Licensee of record represents and warrants that Charles Day 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 October 10, 2024, or this settlement offer is deemed withdrawn.