



## P-R-O-C-E-E-D-I-N-G-S

9:50 a.m.

CHAIR MILLER: Okay, good morning. I'd like to welcome you to the District of Columbia's Alcoholic Beverage Control Board. Today is April 23rd, 2015.

My name is Ruthanne Miller. I'm the Chairperson, and to my right is Mr. Nick Alberti, and to my left is Mr. James Short. We have three members in attendance for the conduct of business today, and three constitutes a quorum.

Copies of today's hearing calendar and agenda are available at the reception desk. We believe we have only one item on the agenda.

Please be aware that these proceedings are being recorded by a court reporter.

Accordingly, we must ask you to refrain from any disruptive noises or actions in the hearing room.

If you have any electronic devices, such as pagers, cell phones, or such, please make certain they're turned off to avoid any interruption of the proceedings.

1           The Open Meetings Act requires that  
2           the public hearing on each case be open to the  
3           public. The Board may, consistent with Section  
4           405(b) of the Open Meetings Act, enter a closed  
5           meeting during or after the public hearing on a  
6           case to consult with an attorney to obtain legal  
7           advice, discuss settlement agreements, or  
8           deliberate upon a decision in an adjudication  
9           proceeding.

10           The Board has before it today a  
11           Summary Suspension Hearing involving Da Luft  
12           Restaurant and Lounge, a Retailers Class CR  
13           located at 1242 H Street, N.W. This is case  
14           number 15-251-00081.

15           On April 11, 2015, a serious  
16           altercation occurred in the establishment  
17           involving approximately 40 patrons. One patron  
18           was slashed on her leg with an unknown object  
19           inside the establishment. The fighting patrons  
20           spilled out of the establishment onto the street.  
21           It took approximately 20 officers to break up the  
22           fight. One patron was arrested for assault on a

1 police officer.

2 There are concerns regarding the  
3 establishment's cooperation, or lack of  
4 cooperation with ABRA investigators and MPD, and  
5 interference with a crime scene, and an  
6 investigation.

7 As a result of this incident, the  
8 Chief of Police, Cathy Lanier, closed the  
9 establishment pursuant to authority under D.C.  
10 Official Code Section 25-827. Chief Lanier  
11 submitted a letter to ABRA dated April 11, 2015  
12 seeking revocation of the establishment's ABC  
13 license. The Board voted 5-0 on April 14, 2015 to  
14 summarily suspend the establishment's license.

15 The Respondent requested a hearing on  
16 April 16, 2015 under D.C. Official Code Section  
17 25-826(c). Today, the Board will be hearing  
18 testimony from the Office of the Attorney  
19 General, the Respondent, and their respective  
20 witnesses. The purpose of the hearing is so that  
21 the Board can determine under D.C. Official Code  
22 Section 25-826 whether the operations of the

1 Respondent present an imminent danger to the  
2 health and safety of the public.

3 The Board will be announcing its  
4 decision at the conclusion of today's hearing.  
5 The Board asks that the parties stick to the  
6 facts and issues related to the incident.

7 The facts and issues are those  
8 contained in the Summary Suspension Notice dated  
9 April 14, 2015, and the Case Report for  
10 Investigation number 15-251-00081 dated April 14,  
11 2015. The Board is only interested in hearing  
12 about those matters that could be used to  
13 establish whether the establishment is an  
14 imminent danger to the health and safety of the  
15 public.

16 The Board will begin this case by  
17 hearing the opening statement from the Government  
18 represented by Assistant Attorney General Chrissy  
19 Gephardt, followed by the opening statement of  
20 Murray Kivitz on behalf of the Respondents.  
21 However, before I begin with any opening  
22 statements, I'd like to ask if there are any

1 procedural matters the parties would like to  
2 bring to the Board's attention?

3 MS. GEPHARDT: Chrissy Gephardt on  
4 behalf of the Office of the Attorney General.

5 CHAIR MILLER: Yes. Why don't we start  
6 with introductions?

7 MS. GEPHARDT: Oh, sorry.

8 CHAIR MILLER: That's okay. So, we have  
9 Ms. Gephardt, and?

10 MR. KIVITZ: Murray Kivitz, K-I-V-I-T-  
11 Z.

12 CHAIR MILLER: Okay. And with you is?

13 MR. LAOSEBIKAN: Ajiboye Laosebikan,  
14 the ABC Manager on Duty the incident.

15 CHAIR MILLER: Okay. All right. Ms.  
16 Gephardt.

17 MS. GEPHARDT: Yes. The parties have  
18 reached an Offer In Compromise in this  
19 situation, and we'd like to present it to the  
20 Board at this time.

21 This is regarding the events that  
22 occurred on April the 11th, 2015 in which the

1 licensee was charged with --- the licensee's  
2 continued operation presents an imminent danger  
3 to the health and the safety of the public.

4 In resolution of this Summary  
5 Suspension, the Offer In Compromise is as  
6 follows. I will read now the Offer In Compromise  
7 into the record.

8 This Offer In Compromise will be  
9 presented to the Alcoholic Beverage Control Board  
10 by the Assistant Attorney General at the Summary  
11 Suspension proceeding. Please be advised that  
12 this is a proposed compromise. Accordingly, it is  
13 at the discretion of the Board to accept or  
14 reject this offer.

15 The Offer In Compromise consists of  
16 the licensee agreeing to the following terms.  
17 Number one, a security plan shall be submitted by  
18 the licensee to ABRA and the OAG by 10 a.m. on  
19 Tuesday, April the 28th. The security plan shall  
20 be reviewed and accepted by the ABC Board prior  
21 to the establishment opening. The security plan  
22 shall be in full compliance with all applicable

1 laws, including all requirements for a security  
2 plan under Title 25 of the D.C. Official Code ,  
3 and which incorporates all the below matters. (A)  
4 Addresses the establishment's procedure for  
5 preserving a crime scene; (B) address the  
6 establishment's procedure for (1) making  
7 ownership available to MPD, and (2) maintaining  
8 and making staff available at the establishment  
9 to be interviewed by MPD. (C) The establishment  
10 shall have an operational camera system that is  
11 accessible to and capable of being reviewed by  
12 the management. The revised security plan shall  
13 state the number of cameras that will be utilized  
14 by the establishment. (D) State that the cameras  
15 shall remain operational at all times and reveal  
16 no blind spots within the establishment. (E) A  
17 diagram of the location of the establishment's  
18 floor plan with location of the cameras will be  
19 maintained on the premises to facilitate  
20 investigations and shall be appended to the  
21 licensee's security plan. The licensee shall  
22 maintain an incident log detailing all violent

1 incidents that occur inside the establishment.  
2 The security plan shall address the  
3 establishment's procedures for drafting and  
4 maintaining its incident log. (G) The  
5 establishment's process for calling 911 and  
6 notifying MPD for assistance. And (H), the  
7 licensee's patron ejection protocol. (I) The  
8 establishment shall purchase and regularly use a  
9 security wand at the entrance.

10 Number two, the security plan shall  
11 specify the number and range of the cameras to be  
12 utilized. The quality of the video to be utilized  
13 by the establishment shall be specified in the  
14 security plan, and shall meet the approval of the  
15 ABC Board. A walkthrough of the security system  
16 shall be conducted by an ABRA investigator prior  
17 to the establishment opening.

18 Number three, the licensee shall have  
19 at least one manager on duty at all times that  
20 shall be able to fully operate the equipment  
21 necessary to view all cameras in the  
22 establishment.

1           Four, the licensee shall incorporate  
2 detailed procedures in its security plan on how  
3 security personnel are to handle violent  
4 altercations in the establishment, including  
5 appropriate methods for detaining and controlling  
6 aggressive patrons.

7           Five, the licensee shall provide the  
8 employees with training on how to aid an injured  
9 or ill patron inside the establishment, including  
10 calling for outside medical services.

11           Six, the licensee shall provide its  
12 employees with training on situations where it is  
13 necessary to contact MPD immediately, such as a  
14 violent incident immediately inside or outside of  
15 the establishment, or when a patron needs or  
16 requests medical attention.

17           Seven, the licensee shall make all  
18 future video recordings of a crime of violence  
19 available for review immediately upon request by  
20 MPD or ABRA investigators, and copies will be  
21 given to ABRA investigators or MPD within 48  
22 hours of the request. All video footage involving

1 a crime of violence shall be maintained for at  
2 least 30 days.

3 Eight, the licensee shall insure the  
4 completion of the security training of its  
5 security staff. This course shall include a  
6 training of all security personnel for the  
7 establishment that should cover all items  
8 addressed in this Offer In Compromise, as well as  
9 the items contained in the licensee's security  
10 plan. In addition, these training materials will  
11 be produced to the Board prior to April the 28th,  
12 2015 for the Board's review and approval.

13 Number nine, the licensee shall  
14 immediately call 911 for any altercation or other  
15 conduct in the establishment which might violate  
16 the law. The licensee shall maintain a log book  
17 documenting its calls to MPD.

18 Number ten, all security personnel  
19 shall wear uniforms containing the word  
20 "security" in a manner identifiable to patrons.

21 Eleven, the licensee shall submit  
22 documentation to the Board establishing the names

1 of those security personnel that are or will be  
2 on the payroll within the establishment. This  
3 documentation shall be produced to the Board  
4 initially, and then any time there are changes to  
5 the personnel, the log will be maintained, but  
6 don't necessarily have to be resubmitted every  
7 single time with every single new hire, or  
8 whether somebody is terminated. It just has to be  
9 maintained by the licensee.

10 Twelve, the licensee shall submit a  
11 list of all security personnel employed by the  
12 establishment which will be kept on premises with  
13 a job title or the role of each employee listed.  
14 Such list shall be updated upon the hiring or  
15 termination of each security employee, and should  
16 be available at the establishment upon request by  
17 MPD or ABRA.

18 Thirteen, the licensee shall conduct  
19 and complete training for all existing security  
20 personnel to include all procedures described in  
21 this agreement and in the revised security plan  
22 within 30 days from the date of this order. All

1 future employed security personnel shall receive  
2 security training at the time of hire. Refresher  
3 security training shall be provided to all  
4 security employees on a biannual basis.

5 Fourteen, the security training  
6 required by this agreement shall be completed  
7 prior to the establishment opening. The licensee  
8 shall also submit to the Board prior to the  
9 opening a copy of (1) the materials that were  
10 used to train the security staff, and (2)  
11 training certificates demonstrating the  
12 completion of the training course by all security  
13 staff members. The security training course shall  
14 be conducted in person, and shall not be an  
15 online training course.

16 We have one additional one that is not  
17 included here. We'll call that number fifteen,  
18 and that is the licensee has agreed to a  
19 reimbursable detail on Friday and Saturday nights  
20 between the hours of 11:30 p.m. and 3:30 a.m.  
21 Yes, that's all I have to say about that.

22 Anyway, number sixteen would be the

1 matter shall be referred to the Office of the  
2 Attorney General for a Show Cause Hearing.  
3 Licensee hereby agrees to the foregoing  
4 conditions in resolution of the Summary  
5 Suspension in this matter.

6 CHAIR MILLER: Okay, thank you very  
7 much. That's very thorough. I don't know if you  
8 all want to comment on this before we have some  
9 questions.

10 MR. KIVITZ: My comment is we have  
11 reviewed this Offer In Compromise very carefully.  
12 I have discussed it fully with counsel and with  
13 the licensee, and all of the items therein are  
14 acceptable. Is your comment to the Board that  
15 there is a plan, or has been a plan in effect;  
16 notwithstanding what was before these are the  
17 rules and regulations that they will comply with  
18 in order to get open again, and to operate within  
19 the realm of all things set forth.

20 The owner has agreed to this. The  
21 manager of the premises is here, too, and  
22 hopefully the Board will accept this Offer In

1       Compromise so we can proceed within the time  
2       frame of opening as quickly as possible.

3               As the Board is aware, they have been  
4       closed since the date of the incident, which is  
5       approximately two weeks today. And, of course, I  
6       don't have to talk about the economic impact of  
7       that closing, but we are prepared to go forward  
8       with all things set forth, and have already made  
9       initial contact with approved trainers to  
10      facilitate the training that's set forth in the  
11      Compromise Agreement.

12              CHAIR MILLER: Okay, thank you. And I  
13      want to note that Mr. Jones has just joined us on  
14      the dais, as well. Our fourth Board Member, Mr.  
15      Jones, has joined us.

16              I just have a couple of questions, and  
17      I'm sure other Board Members will have questions.  
18      Since we haven't had a chance to really study  
19      this, it's good we have it all in writing and we  
20      can read it, and you read it into the record.

21              So, I note that number two talks about  
22      the quality of the video shall meet the approval

1 of the ABC Board. How do you envision that  
2 playing out; that our investigators or the Board  
3 will review video, sample video?

4 MS. GEPHARDT: The intention with that  
5 one was yes, that the ABRA investigator would  
6 review the location of the cameras, the angles,  
7 as well as the quality of the video prior to them  
8 being permitted to reopen.

9 CHAIR MILLER: Okay. So, does it also  
10 say somewhere that the investigators will approve  
11 the location of the video cameras?

12 MS. GEPHARDT: It says the number and  
13 the range of the cameras to be utilized. The  
14 quality of the video to be utilized by the  
15 establishment shall be specified in the security  
16 plan.

17 CHAIR MILLER: I'm sorry. Where are you  
18 with respect to the number and the range?

19 MEMBER ALBERTI: Ms. Miller, can I ---  
20 I'm going to try to help out here.

21 CHAIR MILLER: That would be great. Go  
22 ahead.

1 MEMBER ALBERTI: Just on this item,  
2 because I had questions.

3 CHAIR MILLER: Yes.

4 MEMBER ALBERTI: So, it also says in  
5 here there will be no blind spots.

6 CHAIR MILLER: Right.

7 MEMBER ALBERTI: So, I don't think it's  
8 so much a question as the position of it, but the  
9 fact that we're expecting to be no blind spots.

10 MS. GEPHARDT: That's correct.

11 MEMBER ALBERTI: Now, I have questions,  
12 unless you want to ask them, about what they  
13 believe is a blind spot.

14 MEMBER JONES: Just for the purpose of  
15 clarification, we're talking about Section 1(d),  
16 where it talks about blind spots?

17 MEMBER ALBERTI: Yes, right. That's  
18 where it mentioned it.

19 MEMBER JONES: Right.

20 MEMBER ALBERTI: So, I think that that  
21 sort of goes to your question, kind of answers  
22 the question in some ways. That's what we're

1 looking for. I think that kind of --- anyway.

2 CHAIR MILLER: Okay, but ---

3 MEMBER ALBERTI: That goes to your  
4 question.

5 CHAIR MILLER: I don't know if it goes  
6 as far as saying, for instance, if ABRA thought  
7 that --- our investigator thought that there  
8 should be a camera in a certain location. It's  
9 not necessarily a blind spot but, you know, a  
10 location over a certain door. Is that covered in  
11 this ---

12 MS. GEPHARDT: I mean, I think that  
13 what Mr. Alberti said, and that is that there are  
14 no blind spots. I mean, the whole point is to  
15 make sure that the entire establishment is  
16 covered, the outside, the inside so that there  
17 are no blind spots.

18 CHAIR MILLER: Okay.

19 MS. GEPHARDT: I mean, I don't think it  
20 means, you know, three cameras showing the same  
21 angle, you know. And that's something that the  
22 ABRA investigator when they're doing their on-

1 site review, they can determine whether they feel  
2 that it's sufficient, that it covers every  
3 corner, every inch of the establishment.

4 CHAIR MILLER: Okay.

5 MEMBER ALBERTI: Yes, I think the  
6 distinction here is that --- well, speaking for  
7 myself, I would not recommend that we say to them  
8 you have to have two angles of the dance floor.  
9 If one angle of the dance floor covers the entire  
10 dance floor, then that would be sufficient for me  
11 at this point. But that's only my own personal  
12 opinion on that. All right?

13 CHAIR MILLER: Okay. I just want to  
14 make sure I understand blind spot then. So, for  
15 instance, if the investigator came in and the  
16 dance floor wasn't covered at all, then --- and  
17 he thought it should, that would be included in  
18 well, there's a blind spot there because you're  
19 not covering the dance floor.

20 MS. GEPHARDT: Right. Right.

21 Absolutely.

22 CHAIR MILLER: Okay.

1 MS. GEPHARDT: I mean, there's probably  
2 little to no areas of the establishment that  
3 would not be okay to have a blind spot. I mean --  
4 --

5 MEMBER ALBERTI: Well, I'll be asking  
6 questions about that.

7 MS. GEPHARDT: I don't know, the  
8 bathrooms, usually. Anyway, I don't ---

9 MR. KIVITZ: If I may add, the  
10 intention and desire is to do all things  
11 necessary to assure coverage and whatever. We're  
12 not going to nitpick in any way saying it should  
13 be Camera A or Camera B. We will rely upon the  
14 professionals who advise what is good and proper,  
15 and are prepared to do that.

16 CHAIR MILLER: Okay. The general  
17 question I just wanted to ask you, Ms. Gephardt,  
18 also, you've read through the whole Offer In  
19 Compromise. If you could highlight for the record  
20 how these provisions or some of these provisions  
21 address the issues of the night in question, the  
22 problems that occurred.

1 MS. GEPHARDT: Okay. Well, let's see.  
2 There was an issue regarding --- these are not  
3 necessarily in order of importance, but I'm just  
4 going to go through based on what I can remember.

5 One of the issues was the preservation  
6 of the crime scene. There's an allegation that  
7 they cleaned up the crime scene very quickly  
8 after the incident, not allowing MPD to  
9 investigate. So, one of the provisions which  
10 should be addressed in the security plan is the  
11 establishment's procedure for preserving a crime  
12 scene, which also would be addressed in training.

13 (B), Number One, Section B, addressing  
14 the establishment's procedure for making  
15 ownership available to MPD, and maintaining and  
16 making staff available at the establishment to be  
17 interviewed by MPD. This issue arose when MPD  
18 tried to make contact with the establishment and  
19 asked for the owner, and were told that the owner  
20 went home. They tried to call him. He was not  
21 able to be reached.

22 We have other evidence through video

1 footage that the owner was actually there. So,  
2 anyway, this is --- there was definitely a  
3 problem with ownership coming forth to MPD and  
4 cooperating with them.

5 The camera system --- (C) the camera  
6 system had to do with the --- I believe that  
7 there was not a good angle. We could not see the  
8 actual altercation on the second floor. I mean,  
9 we could see it on the periphery, but it was not  
10 --- we did not have an exact angle on where it  
11 actually happened, so that's where that comes to  
12 play.

13 Let's see. I mean, some of these are  
14 --- for example, maintaining the incident log. I  
15 believe that the establishment has not been doing  
16 that. Given that this was a violent incident, I  
17 believe there's been other violent incidents,  
18 that this is something that's critical that they  
19 need to be doing.

20 The other issue here was calling 911.  
21 The evidence would show that, if we were to  
22 produce it, that the establishment did not call

1 911, that police became aware of the situation  
2 when they drove by and, you know, they saw the  
3 melee out in the street and they realized oh,  
4 okay, something is going on here. So, that was  
5 the only way they found out.

6 Let's see. The making all future video  
7 recordings of a crime of violence available for  
8 review immediately upon the request by MPD or  
9 ABRA; that was the result of both MPD and ABRA  
10 investigators requesting access to the video  
11 footage that night, and the manager who was there  
12 on duty said that he did not have permission to  
13 access it; that he did not know how to access it,  
14 so that was, obviously, a very big deal. The only  
15 person in the establishment who was there that  
16 night couldn't even get access to the footage.

17 Let's see. Uniforms containing the  
18 word "security" in a manner that's identifiable  
19 to patrons is the result of video footage that we  
20 have of that night, particularly in front of the  
21 front door. It was almost impossible to tell who  
22 was security. There was no, you know, security on

1 the back of the shirts. There was nothing to  
2 distinguish them from just any regular patron.

3 Let's see. I mean, of course, ABRA  
4 needs to know the list of the security personnel  
5 who's employed by the establishment. You know,  
6 this is important for purposes of MPD or ABRA in  
7 doing investigations.

8 Let's see. And then, you know, of  
9 course, training is absolutely needed to address  
10 some of the things I just talked about. All  
11 security personnel need to be trained ASAP. And  
12 let's see; I'm seeing if I hit on every note  
13 here. I think that's the majority of it.

14 CHAIR MILLER: Okay, thank you. I  
15 appreciate that, and it does appear to me that  
16 this Offer In Compromise is fairly well tailored  
17 to address the problems that occurred, and  
18 hopefully prevent future ones.

19 I want to ask; is the owner of this  
20 establishment here?

21 MR. KIVITZ: Yes. Mrs. Ijiti is in the  
22 back there.

1 CHAIR MILLER: Okay, good. Thank you.  
2 That's good to know.

3 MR. KIVITZ: She is here.

4 CHAIR MILLER: Okay.

5 MR. KIVITZ: If I might comment to the  
6 Board with respect to the report by Ms. Gephardt.  
7 To my knowledge, and I believe it is correct,  
8 that there has been no prior violations at this  
9 restaurant since it's opening about two years  
10 ago. They did have a program in effect but,  
11 needless to say not by intention or by design, it  
12 appears that it was imperfect. This is an  
13 opportunity to review, do all things required to  
14 make it perfect. If at all possible, that will be  
15 done.

16 I thought it would be necessary to  
17 advise the Board as you already have researched  
18 that this is not a restaurant that has  
19 difficulties with its patrons. This was a  
20 singular circumstance, which will be avoided in  
21 the future.

22 The difference in testimony, should we

1 be having a hearing as to who said what, or who  
2 said when, but our purpose here hopefully is  
3 let's go forward with the objective of continuing  
4 a good reputation without violations and proceed  
5 within the scope of all things here, and all  
6 things in the future that might become necessary  
7 if even this program should require some fine  
8 tuning.

9 I'd like to leave it with the Board  
10 that ours is a cooperative, not an aggravated  
11 situation. We want to make sure it's an entity  
12 trouble-free.

13 CHAIR MILLER: Okay, thank you. All  
14 right. I think I'm going to now open this up to  
15 Board questions. Mr. Alberti.

16 MEMBER ALBERTI: Good morning, Mr.  
17 Kivitz. And the gentleman with you, his name  
18 again?

19 MR. KIVITZ: Excuse me?

20 MEMBER ALBERTI: The gentleman ---

21 MR. LAOSEBIKAN: Ajiboye.

22 MR. KIVITZ: Aji is the manager who was

1 on duty that evening.

2 MEMBER ALBERTI: Aji; what's your last  
3 name?

4 MR. LAOSEBIKAN: Laosebikan.

5 MEMBER ALBERTI: Okay. So, I'm not  
6 going to be able to pronounce your last name, you  
7 said it so good. Could I call you Aji?

8 MR. LAOSEBIKAN: Yes, sir.

9 MEMBER ALBERTI: Okay. So, Aji ---

10 MR. KIVITZ: I have a comment, Mr.  
11 Alberti. I, also, call him by his first name.

12 MEMBER ALBERTI: Okay, thank you.

13 MR. KIVITZ: I can't pronounce the  
14 last.

15 MEMBER ALBERTI: Thank you. So, are you  
16 the person generally in charge?

17 MR. LAOSEBIKAN: Yes, sir.

18 MEMBER ALBERTI: Okay. And sort of  
19 what's your function?

20 MR. LAOSEBIKAN: A manager on duty,  
21 pretty much make sure that the -- we have the  
22 restaurant and we also have the nightlife aspect,

1 as well. So, for restaurant duties, just making  
2 sure that the tables are taken care of, making  
3 sure that, you know, everything in the  
4 establishment is running smoothly from a cleaning  
5 standpoint, just making sure that overall the  
6 general activities in the restaurant is flowing  
7 seamlessly.

8 MEMBER ALBERTI: Okay. And in regards  
9 to security, so are you --- I know as general  
10 manager I assume that you make sure that in  
11 general that security is in place, but do you  
12 delegate sort of the management of security, or  
13 do you --- are you managing the security staff?

14 MR. LAOSEBIKAN: Well, we actually have  
15 a security company that we use, as well. And the  
16 security, they actually control that aspect of  
17 the function of the venue.

18 MEMBER ALBERTI: Okay. So, you contract  
19 out to a company for security.

20 MR. LAOSEBIKAN: Right.

21 MEMBER ALBERTI: And then whoever is  
22 supervising that staff manages the security?

1 MR. LAOSEBIKAN: Yes. Well, the  
2 supervisor ---

3 MEMBER ALBERTI: Under your guidance,  
4 I'm assuming?

5 MR. LAOSEBIKAN: Yes. The supervisor,  
6 we have meetings, as well, going over different  
7 events that we have, coverage that may be needed  
8 in different areas, things of that nature. So, if  
9 we have a heavier flow, you know, we definitely  
10 make sure we have substantial security to make  
11 sure everything runs smoothly.

12 MEMBER ALBERTI: And how long have you  
13 been employing this --- well, I mean, do you  
14 routinely employ just one security company?

15 MR. LAOSEBIKAN: I'm sorry. Say that  
16 again, sir?

17 MEMBER ALBERTI: Do you routinely  
18 employ just one security company, a singular ---  
19 the same company?

20 MR. LAOSEBIKAN: Yes. Normally we have  
21 the same company, yes.

22 MEMBER ALBERTI: Okay. And how long

1 have you had them?

2 MR. LAOSEBIKAN: They've been there  
3 since we've actually been opened. That would be  
4 October of 2014.

5 MEMBER ALBERTI: Okay. So, they've been  
6 in place about six months?

7 MR. LAOSEBIKAN: I'm sorry. October of  
8 2013.

9 MEMBER ALBERTI: 2013?

10 MR. LAOSEBIKAN: 2013, I'm sorry.

11 MEMBER ALBERTI: Okay, okay. I'm going  
12 to try to be systematic in my questions, but I  
13 apologize if I kind of jump all over --- jump  
14 around. All right?

15 So, with respect to blind spots, I  
16 want to make sure that you all and this Board are  
17 on the same page with respect to what we expect  
18 to be covered in this establishment. So, that's  
19 why I'm going over this. Okay? I don't want you  
20 to be surprised when the investigator says oh,  
21 you need to be covering this area here, and  
22 you're going well, we had no intentions of doing

1 that. And I don't want that debate to happen. I  
2 want to settle as much as possible, settle it  
3 today. All right?

4 So, you have two floors of operation.  
5 Is that correct?

6 MR. LAOSEBIKAN: Correct.

7 MEMBER ALBERTI: First and second  
8 floor?

9 MR. LAOSEBIKAN: Correct.

10 MEMBER ALBERTI: I mean, I know your  
11 establishment has a third floor and a rooftop  
12 deck physically.

13 MR. LAOSEBIKAN: Physically, yes.

14 MEMBER ALBERTI: But you're not  
15 licensed for that?

16 MR. LAOSEBIKAN: That's correct.

17 MEMBER ALBERTI: And how --- just how  
18 are those used, if they're used at all?

19 MR. LAOSEBIKAN: For the most part, the  
20 --- we have our security on the top, but they're  
21 not really used --- the second and third --- the  
22 third and fourth aren't really used at all

1 really.

2 MEMBER JONES: When you say "really,"  
3 can you quantify what really means?

4 MR. LAOSEBIKAN: Yes.

5 MEMBER JONES: Really implies it is  
6 used in some degree.

7 MR. LAOSEBIKAN: They aren't used.

8 MEMBER JONES: Are they offices?

9 MEMBER ALBERTI: I mean, no one ever --  
10 --- they're not used means no one ever goes up  
11 there. I think that's what Mr. Jones and I are  
12 getting at.

13 MR. LAOSEBIKAN: I'm sorry.

14 MEMBER ALBERTI: Do you use it for  
15 offices?

16 MR. LAOSEBIKAN: Yes.

17 MEMBER ALBERTI: Do you use it for  
18 daycare for the kids? I mean, that's what we're  
19 asking.

20 MR. LAOSEBIKAN: The security offices  
21 is on the fourth level.

22 MEMBER ALBERTI: Is on the fourth

1 level?

2 MR. LAOSEBIKAN: Yes. I mean, or the  
3 third level, on the third level.

4 MEMBER ALBERTI: Okay. Why are you  
5 saying fourth level here? Is there a basement  
6 here, or something?

7 MR. LAOSEBIKAN: No. Well, he said the  
8 use of the third and the rooftop, so in my mind I  
9 just said fourth level, so third level.

10 MEMBER ALBERTI: Okay. So, the fourth  
11 level. The third level the security uses as their  
12 offices. And that's the only really function ---

13 MR. LAOSEBIKAN: That's the only  
14 function.

15 MEMBER ALBERTI: No patrons are ever  
16 taken up there. Do you --- you don't --- do you  
17 utilize that for patron care at any time?

18 MR. LAOSEBIKAN: No.

19 MEMBER ALBERTI: Okay, great. So, it's  
20 not --- it's never --- it's non-accessible to the  
21 public.

22 MR. LAOSEBIKAN: Correct.

1 MEMBER ALBERTI: Okay. Ever?

2 MR. LAOSEBIKAN: Correct.

3 MEMBER ALBERTI: All right, great. So,  
4 we have two floors. I think you have a -- you  
5 have an occupancy of what?

6 MR. KIVITZ: 240. I have a copy of the  
7 occupancy ---

8 MEMBER ALBERTI: Two hundred and what?

9 MR. KIVITZ: The occupancy permit  
10 permits for 240 patrons.

11 MEMBER ALBERTI: 240? Okay. All right.  
12 So, what areas --- are there any areas on the  
13 first floor that you think don't need to be  
14 covered, or you would choose not to cover? So, I  
15 --- these are publicly accessible areas. So, on  
16 the first floor you have the publicly accessible  
17 areas. Do you have any areas that are not  
18 accessible to the public on the first floor?

19 MR. LAOSEBIKAN: Yes, just the kitchen  
20 area.

21 MEMBER ALBERTI: So, the kitchen area.  
22 And the entrance is where, towards the back?

1 MR. LAOSEBIKAN: The entrance is in the  
2 front, in the front of the venue. So, you ---

3 MEMBER ALBERTI: Does it go down a  
4 hallway, or is the kitchen in front?

5 MR. LAOSEBIKAN: Oh, the kitchen is in  
6 the back of the house.

7 MEMBER ALBERTI: So, you have a hallway  
8 going down to the kitchen from the front? I mean,  
9 if you say it's accessible from the front, what  
10 does that mean? I'm trying ---

11 MR. LAOSEBIKAN: Well, the entrance ---  
12 the main entrance for the venue is in the ---

13 MEMBER ALBERTI: Right.

14 MR. LAOSEBIKAN: --- front, so the  
15 patrons will come in. Then there's a bathroom,  
16 and then after the bathroom there's a further  
17 back area. It's not necessarily a large hall.  
18 It's a smaller hallway, and then that area leads  
19 to the kitchen.

20 MEMBER ALBERTI: That area leads to the  
21 kitchen.

22 MR. LAOSEBIKAN: And that area probably

1 --- it wouldn't be --- it's not accessible to  
2 patrons.

3 MEMBER ALBERTI: Okay. I would expect  
4 that hallway to be covered. Are there any  
5 problems with that? So, I wouldn't expect the  
6 kitchen to be covered, but up to the doorway  
7 leading into the kitchen, all of that area should  
8 be covered. Even if that hallway is not normally  
9 used by patrons, I assume that it's easily  
10 accessible to patrons. Is that correct? So, am I  
11 correct assumption?

12 MR. LAOSEBIKAN: There is --- I mean,  
13 there's a large sign saying for employees only.

14 MEMBER ALBERTI: Yes. I don't always  
15 follow signs myself.

16 MR. LAOSEBIKAN: Correct.

17 MEMBER ALBERTI: So, yes. So, any  
18 problems with that?

19 MR. LAOSEBIKAN: No. Currently, there's  
20 already a camera there, so that's not a problem  
21 at all.

22 MEMBER ALBERTI: You know, the

1 restrooms, inside of the restrooms don't need to  
2 be covered. The outside leading to the restrooms,  
3 the doors need to be covered. So, every inch of  
4 that publicly accessible area of the first floor,  
5 that first floor minus the kitchen should be  
6 covered.

7           You should have --- I would expect to  
8 have cameras on the front of the building that  
9 give me a view of the sidewalk to the street for  
10 the front of the building, as well as a camera  
11 that's showing me clearly people entering or  
12 exiting that front entrance from the inside.  
13 Others may have something to add to that, but  
14 those are my expectations.

15           Let me know if any of this --- if you  
16 think any of this is unreasonable, and we'll talk  
17 about it. Okay?

18           MR. LAOSEBIKAN: Okay.

19           MEMBER ALBERTI: Certainly, the  
20 stairway leading to the second floor would have  
21 to be covered. You know, the bottom of the  
22 stairway, the top of the stairway, the stairway

1       itself.

2                   Now, the second floor has --- what  
3       areas are not accessible to the public on the  
4       second floor, or is it all accessible?

5                   MR. LAOSEBIKAN: The second floor, this  
6       is where we have our ice, keep --- get our ice.

7                   MEMBER ALBERTI: Like a storage closet,  
8       like a closet area?

9                   MR. LAOSEBIKAN: Yes.

10                  MEMBER ALBERTI: Okay. So, everything  
11       except the inside of that room or whatever would  
12       have to be covered. Okay? Ms. Gephardt?

13                  MS. GEPHARDT: It was brought to my  
14       attention by our investigator that --- from ABRA  
15       that there is a bar on the third floor.

16                  MEMBER ALBERTI: But they're telling me  
17       no one uses the third floor. So, I would like ---  
18       and you could tell me if you object. It's all  
19       right, Mr. Kivitz.

20                  MR. KIVITZ: I wanted to give you a  
21       copy of the occupancy ---

22                  MEMBER ALBERTI: I have them. I have

1 those. I have those. We have those in our record.

2 CHAIR MILLER: You're halfway there.

3 Okay.

4 MEMBER ALBERTI: All right, thank you.

5 CHAIR MILLER: Thank you.

6 MEMBER ALBERTI: All right. Thank you  
7 so much. I appreciate that knowledge. All right?  
8 So, that leads me then to my next comment, which  
9 is, certainly I want the bottom of that stairway  
10 leading to the third floor covered. Do you have  
11 any objections to covering the stairwell leading  
12 to the --- all right. So, the stairwell leading  
13 to the third floor. We don't need the third floor  
14 covered because presumably no one is there. They  
15 can --- you can do it. You can certainly do it,  
16 but I personally don't think it needs to be  
17 covered. We'll know who's going from the video.  
18 We'll see the stairway. And, certainly, every  
19 accessible --- so, all the rest of the third ---  
20 second floor has to be covered. No blind spots  
21 on the second floor.

22 Now, our investigator will look at

1 your camera coverage and work with you if it  
2 needs to be tweaked. You know, he'll mention what  
3 blind spots they observe and you can tweak them,  
4 as necessary. And, certainly, they'll report back  
5 to us.

6 All right. So, any questions on what  
7 we're looking for in terms of coverage for the  
8 cameras?

9 MR. KIVITZ: From our point of view,  
10 speaking for the owner, we're not being penny-  
11 wise or pound foolish. Our objective is to do all  
12 that you are recommending ---

13 MEMBER ALBERTI: Great.

14 MR. KIVITZ: --- and all that you open  
15 the door for. Our interests are the same.

16 MEMBER ALBERTI: Great.

17 MEMBER ALBERTI: Trouble-free, and do  
18 it according to somebody else's advice. There is  
19 a plan already in effect. Obviously, if it wasn't  
20 working right, we want to make it better.

21 MEMBER ALBERTI: Right.

22 MR. KIVITZ: Also, Mr. Aji, I also call

1 him by his first name, is not --- this is not his  
2 first employment as a manager. He's experienced  
3 in managing and he's been in the restaurant  
4 business for a while, so we didn't just start  
5 from scratch. We rely also upon his reputation  
6 and his ability.

7 MEMBER ALBERTI: Okay. Mr. Kivitz, I'm  
8 not going through this in detail because I doubt  
9 your capabilities of implementing this. I go  
10 through this in detail so that there's no  
11 misunderstanding of what our expectations are.

12 MR. KIVITZ: We welcome everything you  
13 have to say.

14 MEMBER ALBERTI: All right. That's ---

15 MR. KIVITZ: We listen attentively.

16 MEMBER ALBERTI: --- my only reason. I  
17 just don't want there to be any miscommunication.

18 MR. KIVITZ: Not a problem.

19 MEMBER ALBERTI: All right. So, what is  
20 --- all right. Well, let me just talk a little  
21 bit --- I think the next point I'll talk about is  
22 the video. All right?

1 I did not see in the OIC a commitment  
2 to have present at all times that you're open  
3 someone who is capable -- and if I've missed  
4 this, let me know - capable of giving access --  
5 operating the video equipment so that it could be  
6 made accessible to MPD or ABRA upon request. Can  
7 we get --- is that in there?

8 CHAIR MILLER: I just want to say that  
9 my looking at this OIC, number three talks about  
10 the licensee shall have at least one manager on  
11 duty at all times, and should be able to fully  
12 operate the equipment.

13 MEMBER ALBERTI: Okay, so I missed  
14 that. I stand corrected. Okay.

15 CHAIR MILLER: It doesn't say  
16 necessarily to provide to MPD, but ---

17 MEMBER ALBERTI: No, but that ---

18 CHAIR MILLER: --- there is a person  
19 assigned. Yes.

20 MEMBER ALBERTI: It's there.

21 CHAIR MILLER: Okay.

22 MEMBER ALBERTI: I apologize. So, it's

1       there. I missed it. So, Aji, are you  
2       knowledgeable?

3               MR. LAOSEBIKAN: Yes. I'm still trying  
4       to get more proficient in specific angles.

5               MEMBER ALBERTI: Okay. That may be wise  
6       since you're there a lot.

7               MR. LAOSEBIKAN: About another day I'll  
8       be proficient in ---

9               MEMBER ALBERTI: Okay. All right. I  
10       would hope you'd have a backup, but you should at  
11       least be able to do that.

12              MR. LAOSEBIKAN: Yes. I agree.

13              MEMBER ALBERTI: Okay. What is your  
14       expectation when we say video quality? What's  
15       your expectation of what quality to provide?

16              MR. LAOSEBIKAN: I'd be assuming  
17       clarity. I guess this means to clearly see and be  
18       able to identify is that a hat, is that a drink,  
19       is that a napkin? That's what I would assume when  
20       you say ---

21              MEMBER ALBERTI: For me it's in the  
22       lighting that you have, whatever that is, because

1 I know it's not going to be this kind of  
2 lighting, you're able to distinguish one  
3 individual from another based on not just  
4 clothing, but facial physical features. Like you  
5 can see, you know, they both have short hair. Is  
6 that haircut a little bit different on one versus  
7 the other? All right. I may not be able to  
8 clearly see every feature of their face, but I  
9 should be able to distinguish one individual from  
10 another. All right? So, that's sort of the level  
11 of expectation. We'll see if others on the Board  
12 have any comments about that, but I just want to  
13 tell you what you should aim for. And I believe  
14 it's possible. My experience having seen video  
15 from other establishments, it's possible to get  
16 that. And, again, the investigators that we have  
17 are quite knowledgeable what's possible, so you  
18 might want to talk with them. You might want to  
19 consult with our investigator staff, and I'm sure  
20 they'll be glad to help you.

21 So, now you employ a security company.

22 All right? How are you going to sort of

1 coordinate what --- maybe that's not the right  
2 word, but you've promised a certain level of  
3 training, and you don't --- well, I don't know --  
4 - let me step back.

5 You don't always --- I don't know what  
6 your agreement is with your security company. Do  
7 you always get the same people?

8 MR. LAOSEBIKAN: We have --- the main  
9 supervisor that we have there is usually the same  
10 person. It's usually the same two or three  
11 people. If our party or whatever we have going on  
12 is going to be deemed larger than our normal  
13 staffing, that's when they'll bring ---

14 MEMBER ALBERTI: But the security  
15 company gets to tell you who they're bringing.

16 MR. LAOSEBIKAN: Say it again, I'm  
17 sorry?

18 MEMBER ALBERTI: In your formal  
19 agreement --- you may have an informal agreement  
20 with them, but I --- but is it the fact that your  
21 formal agreement with the security company is  
22 that they bring whoever they deem appropriate?

1       Whoever is working, you know, you're managing  
2       your stuff. Right?

3               MR. LAOSEBIKAN: Correct.

4               MEMBER ALBERTI: So, how do you insure  
5       that they are trained to your standards?

6               MR. LAOSEBIKAN: Well, with the company  
7       that we use, I believe when we originally started  
8       there was guidelines kind of set in reference to  
9       just different scenarios, and different levels of  
10      people I've dealt with. How to deal with  
11      inebriated individuals, how to deal with maybe  
12      someone that's being violent. And there's a  
13      couple of other scenarios that we have, so pretty  
14      much we want to make sure that the people that  
15      are brought on staff through the company, they  
16      have to have gone through --- do those types of  
17      training before they can actually bring them on  
18      to working during the night.

19              MEMBER ALBERTI: So, how will you  
20      convey to the security company? I mean, you ---  
21      we --- you have a security plan. All right? How  
22      will you convey what's necessary to be trained to

1 the --- and you're going to have --- you're  
2 going to submit training materials to us, so  
3 that'll give us a pretty good idea of what's ---

4 MR. LAOSEBIKAN: Right.

5 MEMBER ALBERTI: --- being trained on,  
6 which I'll get to in a second. But how are you  
7 going to convey that and get a commitment, an  
8 agreement with the security company that --- I  
9 mean, and I'm not talking about just a handshake.  
10 I'm talking about an agreement that you both have  
11 to legally live by, that they have the training  
12 that you have committed to.

13 MR. LAOSEBIKAN: Well, now, we're all  
14 clearly doing a retrain, so in reference to a new  
15 commitment that we're going to be having,  
16 everyone that's going to go through the program  
17 essentially this weekend within the plan stated  
18 they have to have a certificate, or material  
19 showing that they actually went to this training.  
20 So, no one from a security standpoint that can  
21 come on board can work without getting the  
22 certificate. So, that will already eliminate that

1 aspect of it.

2 MEMBER ALBERTI: So, who's going to ---  
3 so, these aren't your employees. These are  
4 employed by the security company. Right?

5 MR. LAOSEBIKAN: They are, but for them  
6 to work at our establishment --- now we have that  
7 --- I mean, before we had control, but now even  
8 more so, the fact that based off of the only way  
9 we'd be able to be open is based on them getting  
10 the training that you asked them to get.

11 MEMBER ALBERTI: So, who's doing the  
12 training? Mr. Jones, go ahead.

13 MEMBER JONES: If I may ---

14 MEMBER ALBERTI: Sure.

15 MEMBER JONES: So, succinctly speaking  
16 outside of just the training aspect of it, how  
17 are you going to be 100 percent compliant with  
18 Items 11 and 12 of the OIC?

19 MEMBER ALBERTI: Thank you.

20 (Off microphone comments)

21 MR. LAOSEBIKAN: Well, for number 11,  
22 I mean, that's something we have to --- the

1 people that are going to go for the training, I  
2 believe this is the OIC's is due on Tuesday.  
3 We'll have their names and then we'll be able to  
4 actually ----

5 MEMBER JONES: But you can't guarantee  
6 that those names won't change on Wednesday.

7 MR. LAOSEBIKAN: You said we can't  
8 guarantee that?

9 MEMBER JONES: Correct.

10 MR. LAOSEBIKAN: Well, as stated on the  
11 plan, as it changes, or as we get new people,  
12 we'll have to --- you know, they have to go  
13 through the training. We have to have those names  
14 on file and submit those for the security log.

15 MEMBER JONES: But they don't --- you  
16 don't employ a single security person. You have a  
17 contract with a security company, and that  
18 contractor has full discretion as to who they  
19 hire and fire. You have no say in that  
20 whatsoever.

21 MR. LAOSEBIKAN: Well, the say that we  
22 have is even though they are the security

1 company, we still have the power to say who now  
2 we're going to actually have on the site. If  
3 you're going to work at this particular job, or  
4 this particular duty, these are the regulations  
5 that you have to abide by. So, now our new  
6 regulation is the training that we'll be going  
7 through this weekend, so anyone that comes  
8 through our doors in reference to security is  
9 going to have go through the training that  
10 complies with OIC.

11 MEMBER JONES: So, I'm not sure how the  
12 flow works. You're going to mandate and dictate  
13 to the contractor who they hire to work at your  
14 establishment?

15 MR. LAOSEBIKAN: Correct. If they want  
16 to still work with us, I mean, that's part of the  
17 conditions for them being able to be --- I guess  
18 for us to remain a client of the company that we  
19 work with.

20 MEMBER JONES: So, in order for that  
21 contractor to remain a contractor that is vetted  
22 to provide security with you, you will stipulate

1 in the contract between you, the establishment  
2 and the contractor that they provide a list of  
3 all potential individuals that will be providing  
4 security for your establishment some period of  
5 time ahead of them working at your establishment.

6 MR. LAOSEBIKAN: Generally, I mean,  
7 generally we schedule out, so even if the --- say  
8 we're open on Wednesday, in a normal situation,  
9 by this week we would know okay, this person, you  
10 have these individuals working on this particular  
11 day versus not necessarily we start the day  
12 Wednesday morning and then we say okay, well, who  
13 are they going to bring in? So, we have an idea  
14 of who is actually going to be coming in prior to  
15 the day, or prior to the night, or whatever  
16 function we have even going on.

17 MEMBER JONES: So, if I understand you  
18 correctly, you're saying to me that --- let's say  
19 you had an event on Thursday.

20 MR. LAOSEBIKAN: Correct.

21 MEMBER JONES: That event was planned  
22 a month ago. A month ago you have a list of each

1 individual that's providing security for that  
2 event.

3 MR. LAOSEBIKAN: It won't be a month  
4 out. At least seven business days out.

5 MEMBER JONES: And you have a list of  
6 each name, of each person.

7 MR. LAOSEBIKAN: Yes, we'll have a list  
8 of the names of people that will be --- from a  
9 security standpoint that will be working.

10 MEMBER JONES: And you'll get that from  
11 the contractor.

12 MR. LAOSEBIKAN: Yes, we'll have that  
13 from the contractor.

14 MEMBER JONES: Okay. So, what keeps  
15 that from changing from event to event? So, as of  
16 Thursday, you have an event. You have a list that  
17 you got three weeks ago. What keeps the  
18 contractor from adding, or subtracting, or  
19 changing that pool out from the next event that  
20 you have may have the following Thursday?

21 MR. LAOSEBIKAN: What keeps them from  
22 changing it?

1 MEMBER JONES: Yes.

2 MR. LAOSEBIKAN: Well, again, like I  
3 stated before, we generally have the same few  
4 people that work the security. In reference to --  
5 --- I guess you're saying if someone new was to  
6 come along?

7 MEMBER JONES: Exactly. So, you're  
8 saying generally. Right?

9 MR. LAOSEBIKAN: Correct.

10 MEMBER JONES: So, that means it's not  
11 a hard and fast rule. So, you could have a new  
12 face that shows up on your door from a security  
13 staff standpoint that you did not have full  
14 purview of prior to them showing up, because you  
15 are working with a contractor who is responsible  
16 for providing you a service; not necessarily  
17 providing you a person.

18 MR. LAOSEBIKAN: For the ---

19 MEMBER JONES: Like if you --- I want  
20 security staff. You're not telling that  
21 security contractor that you want these 20  
22 individuals, or are you? This is more of a

1 question.

2 MR. LAOSEBIKAN: That's what I was ---

3 MEMBER JONES: I'm trying to understand

4 how you envision 11 and 12 working from your

5 standpoint, because it seems to be fluid from my

6 optic; if these people don't work for you,

7 they're just a contractor. How are you keeping

8 that from being a dynamic list; and, therefore,

9 if it can't be kept from being dynamic, how are

10 you keeping it to be in compliance with what it

11 is you're promising us as part of this OIC?

12 MEMBER ALBERTI: I'm going to interject

13 one thing just in fairness to Aji. I think

14 there's someone behind you who wants to talk to

15 you on this topic, so I'll give you an

16 opportunity to speak to him. I don't know whether

17 you want him to speak, or you want to talk to

18 him, but I'll let you guys run that.

19 (Off microphone comment)

20 CHAIR MILLER: Excuse me, sir. Are you

21 going ---

22 MR. KIVITZ: If you're going to speak,

1 you have to identify yourself.

2 CHAIR MILLER: Exactly. Could you  
3 identify yourself for the record? No, you could  
4 sit down. Just need to identify yourself for the  
5 record.

6 MR. IJITI: My name is Paul Ijiti. Good  
7 morning.

8 CHAIR MILLER: And what's your  
9 connection to ---

10 COURT REPORTER: I'm sorry, sir. Can  
11 you talk into the mic?

12 MEMBER ALBERTI: Well, could you move  
13 the mic over there?

14 MR. IJITI: Good morning. My name is  
15 Paul Ijiti. My mom owns the restaurant.

16 CHAIR MILLER: Okay.

17 MR. IJITI: That are there most of the  
18 time. I actually did the hiring for the security  
19 company as the actual --- but currently don't  
20 work with us no more, so we hire directly like a  
21 regular staff. So, just to answer your question,  
22 they work directly for us right now.

1 MEMBER ALBERTI: Okay.

2 MR. IJITI: Why he thought they were  
3 still working under the contract was because we  
4 hired some of the old staff from that contract  
5 with the company. We have that directly with the  
6 security, we have training for this Saturday. And  
7 these are only about 5 or 6 security, but we're  
8 going to train at least 12 to 15 people for  
9 backup.

10 MEMBER JONES: Okay. So, for  
11 clarification purposes, you no longer have a  
12 security company that's providing you security  
13 services.

14 MR. IJITI: Yes.

15 MEMBER JONES: Okay. So, why didn't you  
16 know that, the guy in the middle?

17 MEMBER ALBERTI: The general manager.

18 MEMBER JONES: Yes, the general  
19 manager. He's the guy that's there most of the  
20 time. I'm concerned by that.

21 MR. LAOSEBIKAN: Yes.

22 MEMBER JONES: I'll just be quite

1 candid. That's disturbing to me.

2 MR. LAOSEBIKAN: I can answer that  
3 question. Pretty much since the, I guess the  
4 incidents we've had, things clearly have changed.  
5 So, in reference to the change of the security  
6 company, or us not using that particular company  
7 any more, but still using some of the same staff,  
8 it was something that I guess as clearly as  
9 happened very, very recent, and I did not know  
10 that we weren't necessarily using the contractor  
11 prior to --- but what I did know, I did reference  
12 in reference to the training that we'd be having  
13 this weekend to comply with the OIC.

14 MEMBER JONES: Understood, but --- so,  
15 what I'm hearing is that a business decision was  
16 made that affects security that you were  
17 oblivious to. But prior to this, I thought ---  
18 maybe I missed it, but I thought you were  
19 indicating that you were responsible for the day  
20 to day operations of the establishment to include  
21 security.

22 MR. LAOSEBIKAN: Correct.

1                   MEMBER JONES: Okay. So, a pretty major  
2 decision was made related to security that you  
3 were not cognizant of prior to 10:45 or let's say  
4 10:40 on today.

5                   MR. LAOSEBIKAN: Correct. I did not  
6 know that today. I mean, generally we have our  
7 routine meetings, and that would be clearly one  
8 of the things we would go over in reference to us  
9 not using the company, and just hiring --- going  
10 forward and hiring directly.

11                   MEMBER JONES: Okay. I'm going to  
12 pause. I'm sorry, Board Member Alberti. I'll just  
13 pick up with my questions later.

14                   MEMBER ALBERTI: I'll let you guys ---

15                   CHAIR MILLER: All right. How about ---

16  
17                   MEMBER ALBERTI: I've just got a few  
18 more questions, and then I'll pause, also. So,  
19 I'm going to get off security. We may come back  
20 to that, but I'm going to get off of that.

21                   I just think I just have maybe one  
22 other question. It is in 1(i) the establishment

1 shall purchase and regularly use a security wand  
2 at the entrance. So, regularly means what?

3 MR. KIVITZ: 1(5)?

4 MEMBER ALBERTI: Yes, 1(i).

5 MR. KIVITZ: Shall provide employees  
6 with training?

7 MEMBER ALBERTI: No, the establishment  
8 --- 1(i), the establishment shall purchase and  
9 regularly use a security wand at the entrance.  
10 What does regularly mean? I hate to parse words,  
11 but it's important to us that we have a common  
12 understanding.

13 MR. LAOSEBIKAN: Correct. We will ---  
14 from our understanding we'll be using the wands  
15 in reference to searching going forward.

16 MEMBER ALBERTI: Sure. But regularly,  
17 does that mean --- I don't know how you run your  
18 business. I don't know whether you have dinner  
19 hour, or you have early bird specials. I don't  
20 know.

21 MR. LAOSEBIKAN: Right. Sorry about  
22 that.

1                   MEMBER ALBERTI: When will you use the  
2 wands?

3                   MR. LAOSEBIKAN: I would say after 9  
4 p.m. we'll actually start using the wands.

5                   MEMBER ALBERTI: Any time you're open  
6 after 9 p.m.?

7                   MR. LAOSEBIKAN: Yes, we'll start using  
8 the wands.

9                   MEMBER ALBERTI: Okay. We'll note that.  
10 It doesn't need to be part of the OIC, but we'll  
11 note that as a commitment. We may put that in the  
12 order just to be clear. Well, I'll talk to our  
13 legal staff on that one.

14                   What do you do about handbags and  
15 backpacks with respect to searching?

16                   MR. LAOSEBIKAN: Handbags, and  
17 backpacks, or purses, they are opened up, they  
18 are wanded, they are looked through thoroughly to  
19 make sure there's no obvious in there --- like,  
20 again, we don't even allow cigarettes or lighters  
21 in the venues, as well, so we take those out.

22                   MEMBER ALBERTI: So, is it just an

1 oversight? Was it your intent in (i) to include  
2 the search of handbags and backpacks?

3 MR. LAOSEBIKAN: You said it was ---

4 MEMBER ALBERTI: In this item was it  
5 your intent to include the search of backpacks,  
6 and purses, and handbags, as well as wandings?

7 MR. LAOSEBIKAN: Correct.

8 MEMBER ALBERTI: Item (i) talks about  
9 searching, but it kind of limits it to use the  
10 wands. Was it your intent to also include the  
11 search of handbags, and backpacks?

12 MR. LAOSEBIKAN: Yes.

13 MEMBER ALBERTI: It was? Okay, so we  
14 can add that?

15 MR. LAOSEBIKAN: Yes.

16 MEMBER ALBERTI: For clarity. Is  
17 everyone okay with that; agreement from the OIG's  
18 office? Okay. So, it's just kind of an oversight  
19 in the wording. Okay, great. I'll pause. I have  
20 no further questions.

21 CHAIR MILLER: Yes, Mr. Short.

22 MEMBER SHORT: Good morning.

1 MR. LAOSEBIKAN: Good morning.

2 MEMBER SHORT: I guess this hearing is  
3 because the Police Chief wanted to make sure that  
4 there's no imminent danger before you open back  
5 up. Correct? You understand that?

6 MR. LAOSEBIKAN: Yes.

7 MEMBER SHORT: All right. In looking at  
8 your Certificate of Occupancy, what is the  
9 number, again, that you are testifying this  
10 morning, what is the number of people allowed in  
11 your establishment legally on your Certificate of  
12 Occupancy?

13 MR. LAOSEBIKAN: 214.

14 MEMBER SHORT: Did someone testify  
15 earlier today it was 240? Was that a mistake?

16 MR. LAOSEBIKAN: 214.

17 MEMBER SHORT: 214? Okay. All right.  
18 Also, going along with the imminent danger, how  
19 many exits do you have in your business? How many  
20 exits lead to the exterior of the building to a  
21 public way, that's an exit? How many exits do you  
22 have from your building?

1                   MR. LAOSEBIKAN: We have a total of  
2 three exits that lead to outside of --- lead  
3 outside of the building.

4                   MEMBER SHORT: That will put me on a  
5 public street or public alley?

6                   MR. LAOSEBIKAN: Correct. Correct.

7                   MEMBER SHORT: Okay. Can you describe  
8 them front and rear?

9                   MR. LAOSEBIKAN: There's a main ---  
10 well, there's a front exit, as well, that's sort  
11 of the main exit. There's also ---

12                  MEMBER SHORT: Entrance and exit?

13                  MR. LAOSEBIKAN: Yes, entrance and  
14 exit. Yes, the main. There's also another one in  
15 the back of the house, or the back of the venue  
16 that leads out to a public alley.

17                  MEMBER SHORT: Does that go through the  
18 kitchen?

19                  MR. LAOSEBIKAN: From the first floor  
20 level it will go through the kitchen. From the  
21 second floor level, no. It'll actually just ---  
22 it will lead outside of the kitchen. You bring

1 it down to the first level.

2 MEMBER SHORT: So, if you have a fire  
3 on the front of the building and everybody has to  
4 go through your kitchen where you're cooking to  
5 get outside. That's what I'm asking.

6 MR. IJITI: He has a hallway leading  
7 directly outside of the building.

8 MEMBER SHORT: Okay, good.

9 MR. IJITI: The kitchen is enclosed  
10 with a separate wall, so there's a hallway  
11 leading out of the building.

12 MEMBER SHORT: Thank you.

13 MR. IJITI: The second floor also we  
14 have a fire egress, metal --- iron steps, metal  
15 steps leading out of the building.

16 MEMBER SHORT: Okay, thank you. How  
17 many bars do you have in the establishment? How  
18 many bars, physical bars? Where are they  
19 stationed?

20 MR. LAOSEBIKAN: We have two physical  
21 bars.

22 MEMBER SHORT: Okay. Which --- where

1 are they located inside of the ---

2 MR. LAOSEBIKAN: They're located on the  
3 first level, first floor, and they're located on  
4 the second level.

5 MEMBER SHORT: No other bars in the  
6 establishment other than the first floor and  
7 second floor?

8 MR. LAOSEBIKAN: It's just the two  
9 physical bars on the first and second floor.

10 MEMBER SHORT: There are no other bars  
11 except for the first floor and second floor in  
12 your establishment.

13 MEMBER ALBERTI: Mr. Short is asking do  
14 you physically have another bar that you might  
15 not be utilizing ---

16 MR. LAOSEBIKAN: Yes.

17 MEMBER ALBERTI: --- at this moment?

18 MR. LAOSEBIKAN: Yes.

19 MR. KIVITZ: So, to be fair with you,  
20 so please answer him.

21 MR. LAOSEBIKAN: Yes, there's three  
22 bars.

1 MEMBER SHORT: You don't ---

2 MR. LAOSEBIKAN: We only use two.

3 MEMBER SHORT: You only use two. So,  
4 again, which floors are these bars on?

5 MR. LAOSEBIKAN: The first and the  
6 second floor.

7 MEMBER SHORT: So, there are three bars  
8 on --- so how many are on the first floor?

9 MR. LAOSEBIKAN: It is one bar on the  
10 first floor.

11 MEMBER SHORT: Okay.

12 MR. LAOSEBIKAN: And there's another  
13 bar on the second floor.

14 MEMBER SHORT: Where's the third bar?

15 MR. LAOSEBIKAN: The third bar is on  
16 the third floor, but it's not a ---

17 MEMBER SHORT: That's where your  
18 security office is.

19 MR. LAOSEBIKAN: Correct.

20 MEMBER SHORT: And is the bar stocked;  
21 alcohol in that bar?

22 MR. LAOSEBIKAN: There's waters at the

1 bar. I don't believe it's stocked.

2 MEMBER SHORT: Any alcohol on that bar  
3 on the third floor, any alcohol at all?

4 MR. LAOSEBIKAN: No, not alcohol in the  
5 bar right now.

6 MEMBER SHORT: That's your testimony.

7 MR. LAOSEBIKAN: Yes.

8 MEMBER SHORT: Okay. You've been there  
9 since October of 2013. That's your testimony.

10 Correct?

11 MR. LAOSEBIKAN: Correct.

12 MEMBER SHORT: Have you had any ABRA  
13 violations since 2013, since you've been open  
14 there? Any?

15 MR. LAOSEBIKAN: From reference of  
16 violations, from over there, I just --- I know of  
17 is there's something about there was a quarterly  
18 finding that was --- I think it was rescinded in  
19 reference to sending a new file based on our  
20 quarterly filing, we didn't file it with ABRA.

21 MEMBER SHORT: What date would that  
22 have been?

1 MR. LAOSEBIKAN: I do not have ---

2 MR. IJITI: Yes. What happened was that  
3 was a mixup with the inspectors, when they come  
4 to the location. They cite over here for the  
5 quarterly file, and we know, we don't know. We  
6 file them on time. So, he cited us, but the next  
7 day we emailed the lady in charge. She said it  
8 was an error on ABRA's part. We did verify was an  
9 error on ABRA's part.

10 MEMBER SHORT: Okay. That's one.

11 MR. IJITI: They put it in as a  
12 violation on that date, but I guess it was  
13 Saturday they came in. On Monday they kind of  
14 toss it out. It was an error on their part.

15 MEMBER SHORT: Okay. Well, I'm going  
16 back to imminent danger now. On January 1st of  
17 2014, what are your normal operating hours of the  
18 club, your establishment?

19 MR. IJITI: 2:30, 2:45.

20 MEMBER SHORT: Say that again, please?

21 MR. IJITI: 2:30 a.m., 2:30, 2:45.

22 MEMBER SHORT: 2:30 a.m.?

1 MR. IJITI: Right.

2 MEMBER SHORT: So, if you're operating  
3 after those hours then you're in violation of  
4 ABRA and the District laws. Correct?

5 MR. IJITI: Yes.

6 MEMBER SHORT: Have you ever been cited  
7 for that?

8 MR. LAOSEBIKAN: Yes. I believe what  
9 you're looking at was for New Year's, and I think  
10 the New Year's Day fell on a weekday, and  
11 technically we're supposed to be closed, I want  
12 to say it was --- I think it was --- we stopped  
13 serving, I want to say it was 2.

14 MEMBER SHORT: Okay. Well, to give you  
15 the benefit of the doubt on New Year's, but there  
16 was testimony earlier that you hadn't had any  
17 more problems since you've been at the club. I  
18 just wanted to get that out on the record, that  
19 we have had some situations there.

20 MR. LAOSEBIKAN: You said violent ---

21 MEMBER SHORT: Violations.

22 MR. LAOSEBIKAN: Oh.

1                   MEMBER SHORT: Violations of ABRA Code,  
2                   District law. Because I'm looking at your --- at  
3                   the --- at our new OIC, and in Section 1 in the  
4                   third paragraph it says, "The security plan shall  
5                   be in full compliance with all applicable laws,  
6                   including all requirements for the security plan  
7                   under Title 25 D.C. Code which this  
8                   incorporates."

9                   So, imminently dangerous, we don't  
10                  want any more of these kinds of things happening,  
11                  so I'm going back to imminent danger. So, we  
12                  understand we cannot be operating after hours; if  
13                  we do, we have to get permission and those kinds  
14                  of things. Correct? All right. That's all I have  
15                  right now. Thank you.

16                  CHAIR MILLER: Okay. All right. Okay.  
17                  Now, we have a specific Offer In Compromise  
18                  before us. Are there other questions related to  
19                  that before the Board reviews it in Executive  
20                  Session? Mr. Jones.

21                  MEMBER JONES: Thank you, Madam Chair.  
22                  Who did you --- have you hired a company to do

1 the training that you noted in the OIC, or that  
2 was noted in the OIC?

3 MR. IJITI: We've spoken to a couple of  
4 companies but we're ---

5 MEMBER JONES: Okay, I'm sorry. I'm  
6 remiss, and I may have missed it because I was  
7 late, so I apologize. What exact --- what's your  
8 name, again?

9 MR. IJITI: My name is Paul Ijiti.

10 MEMBER JONES: Paul Ijiti. What is your  
11 specific role in the operations of the  
12 establishment?

13 MR. IJITI: My mom owns the  
14 establishment, and I work as a supervisor on the  
15 building.

16 MEMBER JONES: You work as a  
17 supervisor?

18 MR. IJITI: Yes.

19 MEMBER JONES: So, what's the nature of  
20 your relationship between Paul and Aji?

21 MR. IJITI: I mean, we have --- he's a  
22 coworker and friend, also. It's like that.

1 MEMBER JONES: Okay. So, who is in  
2 charge?

3 MR. IJITI: He is in charge.

4 MEMBER JONES: He's in charge?

5 MR. IJITI: Yes.

6 MEMBER JONES: Okay. So, the decisions  
7 that you're making, those things should be  
8 funneled through him?

9 MR. IJITI: Yes, we had a discussion  
10 yesterday.

11 MEMBER JONES: Okay. All right.

12 MR. IJITI: And we talked about various  
13 options to see, because the main thing is the  
14 time factor, to see if we could get somebody to  
15 train us for this Saturday. I was told that ABRA  
16 has some list of trainers who they could  
17 recommend. We don't mind using somebody from  
18 ABRA's list of trainers to show compliance.

19 MEMBER JONES: Okay. So, I'm sorry. So,  
20 back to my original question. You said you have  
21 or haven't identified a security company?

22 MR. IJITI: We've identified a security

1 company.

2 MEMBER JONES: You have?

3 MR. IJITI: Yes.

4 MEMBER JONES: Okay. What's the name of  
5 that company?

6 MR. IJITI: To help train us for the  
7 weekend?

8 MEMBER JONES: Yes.

9 MR. IJITI: Yes.

10 MR. KIVITZ: I introduced the client to  
11 Mr. John Murray who has an alcohol training  
12 business, and he certifies people, certificates,  
13 et cetera. I've introduced them, and I believe  
14 they're meeting on Saturday. There are some other  
15 alternatives, one of whom is recommended by  
16 someone in ABRA that Mr. Paul will be dealing  
17 with. At the moment, to my knowledge, there's no  
18 contract ---

19 MEMBER JONES: Okay.

20 MR. KIVITZ: --- but they are meeting  
21 expeditiously to obtain someone who can meet all  
22 the necessary requirements to get the employees

1 trained, et cetera.

2 MEMBER JONES: Okay. So, right now we  
3 haven't defined --- we don't have a contract in  
4 place with a security training entity.

5 MR. KIVITZ: It's in process.

6 MEMBER JONES: It's in --- but we  
7 currently do not have in our hands an existing  
8 contract in place with a security entity.

9 Correct? Training entity. Correct?

10 MR. KIVITZ: That's correct.

11 MEMBER JONES: Okay. So, you don't know  
12 specifically that you have the name of the  
13 company yet. Correct?

14 MR. IJITI: I know the name of the  
15 owner of the company. I spoke to him yesterday.  
16 His name is John Murray. I spoke to him. His  
17 office is in Landover, but I don't know the name  
18 of his company because my lawyer --- our lawyer  
19 give me his name, and I call him yesterday.

20 MEMBER JONES: Okay. That's who you  
21 intend to contract with.

22 MR. IJITI: Yes.

1 MEMBER JONES: Okay.

2 MR. IJITI: I don't know the name of  
3 the company.

4 MEMBER JONES: All right. Have you  
5 gotten the scope of the training; i.e., have you  
6 gotten a syllabus, or any type of feel for what -  
7 - you promised a lot of things in the OIC.

8 MR. IJITI: Yes.

9 MEMBER JONES: So, I want to know that  
10 you have spoken with and have some documentation  
11 that confirms that the items you noted in the OIC  
12 are the items that are going to be trained  
13 against.

14 MR. IJITI: Yes. Once we spoke on the  
15 training, how to evacuate a belligerent customer,  
16 how to call for help, how to defy a potential  
17 weapon, somebody has no weapon or they have a  
18 weapon on them, to identify potential drunk  
19 individuals, how to search, call for MPD, call  
20 for backup, call for help. The rule of thumb is  
21 if you're not sure something is critical or not,  
22 just call for help. There's no harm calling 911

1 as a first sense of response.

2 MEMBER JONES: Okay. Can you go to Item  
3 8 of the Offer In Compromise? And just make sure  
4 you read that carefully.

5 MR. IJITI: Yes.

6 MEMBER JONES: All right. So, you're  
7 saying that you plan on --- when do you plan on  
8 having the training company come out and train  
9 your staff?

10 MR. IJITI: On Saturday.

11 MEMBER JONES: On Saturday. On Item 8,  
12 can you read Item 8 just one more time to  
13 yourself?

14 MR. IJITI: "Licensee shall insure  
15 completion of the security training of the  
16 security staff, training of all security  
17 personnel on the establishment that shall cover  
18 all items addressed in this Offer In Compromise,  
19 as well as the items contained in licensee's  
20 security plan."

21 MEMBER JONES: Security plan. What  
22 security plan are you referencing in that?

1 MR. IJITI: We have a security plan  
2 right now that is going to be ready within the  
3 next hour that we're working on, we discussed  
4 already. We talk about a whole lot of topics.  
5 There's about maybe almost 20 pages of ---

6 MEMBER JONES: Okay. So, the security  
7 plan doesn't formally exist right now.

8 MR. IJITI: We have it. We are in --- I  
9 have it. I could present it to the Board within  
10 the next 20 minutes. I could email it right away,  
11 or fax it in.

12 MEMBER JONES: Okay. So, there's a note  
13 in here that the security plan shall be submitted  
14 by the licensee to ABRA and the OAG by, which is  
15 --- it could be before, but by 10:00 a.m. on  
16 Tuesday, April 28th.

17 MR. IJITI: That's correct.

18 MEMBER JONES: That security plan ---  
19 that's the security plan that will be used as a  
20 training item on Saturday.

21 MR. IJITI: Yes.

22 MEMBER JONES: So, today is Thursday.

1 So, the security company that has yet to be hired  
2 is going to get a copy of the security plan in  
3 its entirety and be able to create training  
4 materials and provide training that is sufficient  
5 and adequate by Saturday ---

6 MR. IJITI: Yes.

7 MEMBER JONES: --- on a security plan.

8 MR. IJITI: Correct.

9 MR. KIVITZ: If I might add ---

10 MEMBER JONES: I challenge that. I have  
11 a hard time believing that that's going to be  
12 done completely and competently in compliance  
13 with the OIC. I have a concern related to that.

14 MR. IJITI: I talked to them about it  
15 already. They said the topics that we identify  
16 are what they are used to doing. It's not like  
17 I'm doing any of the scope. That is part of  
18 pretty much we already have, ongoing training.  
19 He's in business for over 20 years. And what the  
20 topics we mentioned are the --- you know, like  
21 one of the topics we discussed, like how to  
22 secure a crime scene, how to help somebody that's

1 injured, how to call for help, either 911 or 311,  
2 how to search, do a ---

3 MEMBER JONES: Have they seen a copy of  
4 the security plan?

5 MR. IJITI: I sent him a draft copy  
6 yesterday.

7 MEMBER JONES: Okay. So, he can speak  
8 intelligently on --- the security person that  
9 you're going to hire to do the training ---

10 MR. IJITI: Yes.

11 MEMBER JONES: --- he's going to in  
12 writing document that he's going to train in  
13 conformance with the security plan ---

14 MR. IJITI: Yes.

15 MEMBER JONES: --- that is yet to be  
16 completed.

17 MR. IJITI: Yes. And he's going to  
18 issue the ---

19 MEMBER JONES: All right.

20 MR. IJITI: --- certificate, also, and  
21 sign-in sheet to prove that. And that's we say  
22 follow that, if ABRA has somebody else you want

1 us to go through, we could ---

2 MEMBER JONES: It seems like it's  
3 rushed, to be quite honest. It seems like it's  
4 very rushed, but that's fine. I mean, if it meets  
5 the measure of the law, I mean, the measure of  
6 what's in the OIC, then I guess it'll be up to us  
7 to make that decision once we see it.

8 MR. IJITI: And they'll get ongoing  
9 training, also, not just one time. You know,  
10 there'll be ongoing training in place.

11 MEMBER JONES: So, how do you define  
12 ongoing training? Because how I see ongoing  
13 training ---

14 MR. IJITI: Ongoing ---

15 MEMBER JONES: --- is training that you  
16 continue to take part in on a defined schedule.

17 MR. IJITI: Recommended biannual  
18 training on this report, which we agreed to do,  
19 biannual training.

20 CHAIR MILLER: I'm sorry. Did you say  
21 online or ongoing?

22 MR. IJITI: Biannually.

1 CHAIR MILLER: Annually.

2 MEMBER JONES: Biannually.

3 CHAIR MILLER: Biannually.

4 MR. IJITI: Recommended the biannual  
5 training on the report.

6 CHAIR MILLER: Okay.

7 MR. IJITI: Which we are ---

8 MEMBER JONES: But the expectation is  
9 that the individual who comes out of the training  
10 on Saturday ---

11 MR. IJITI: Yes.

12 MEMBER JONES: --- will be fully  
13 trained.

14 MR. IJITI: Yes.

15 MEMBER JONES: And the next time they  
16 get trained is just for the purposes of educating  
17 them on updates to your security plan, or  
18 procedures in the industry?

19 MR. IJITI: Yes.

20 MEMBER JONES: And a refresher.

21 MR. IJITI: Correct.

22 MEMBER JONES: Okay. So, there

1 shouldn't be any new content that is required  
2 after they go through their training on Saturday.  
3 Are you prepared to do that in the event that it  
4 is necessary?

5 MR. IJITI: Yes.

6 MEMBER JONES: Okay. Because if you're  
7 not submitting the security plan to us until this  
8 Tuesday ---

9 MR. IJITI: No.

10 MEMBER JONES: --- the 28th, there may  
11 be some changes that we require before we take  
12 into consideration, which means you'll have to  
13 pay for that training again. I just want to make  
14 sure you're prepared to pay for it twice. Okay.

15 MR. KIVITZ: If I may add, Mr. Short.  
16 You all realize we've been on a fast track. The  
17 business has been closed for almost two weeks. We  
18 just recently, as late as yesterday, were able to  
19 finally define the Offer In Compromise. Working  
20 diligently and cooperatively with counsel, and  
21 we're here before you today with the intent of  
22 continuing to do all things. As you've indicated,

1 I don't know how fast they can train somebody,  
2 but the trainer said we have a one-day course,  
3 which I assume is followed by them. But should it  
4 be determined that that's not enough, we're  
5 prepared to do more. We're anxious to get open as  
6 quickly as possible, as you can see, but at the  
7 same time we're not looking for any shortcuts.  
8 We're just looking to work cooperatively and  
9 provide the best training possible. And if it  
10 needs changing from time to time, or changing  
11 personnel to meet those qualifications, that's  
12 the intent and the desire of the licensee.

13 MEMBER SHORT: Okay. Who's going to be  
14 trained?

15 MR. LAOSEBIKAN: The security staff.

16 MEMBER JONES: Just the security staff?

17 MR. IJITI: I would -- because, I mean,  
18 I will sit in the training. He will sit in the  
19 training. I mean, no knowledge lost on any  
20 training.

21 MEMBER JONES: No, no. I'm sorry. I'm  
22 trying to just get clarification on everyone that

1 you expect to get training on Saturday includes  
2 what, just the security staff, and the management  
3 staff?

4 MR. IJITI: The ---

5 MEMBER JONES: All staff, busboys,  
6 bartenders? Who?

7 MR. IJITI: The report indicated they  
8 want security personnel to be trained, but we  
9 want to take one step further to include all  
10 staff.

11 MEMBER JONES: Okay. So, will all staff  
12 be trained on Saturday?

13 MR. IJITI: Yes.

14 MEMBER JONES: Okay. And all staff  
15 includes whom? I don't need names, I just want  
16 categories.

17 MR. IJITI: All the management staff,  
18 security, the barbacks, the bartenders.

19 MEMBER JONES: Okay, so all the  
20 barbacks?

21 MR. IJITI: Yes.

22 MEMBER JONES: Bartenders, security?

1 MR. IJITI: Yes.

2 MEMBER JONES: And management staff.

3 MR. IJITI: Correct.

4 MEMBER JONES: Okay. And, obviously,  
5 you'll be providing a complete list of ---

6 MR. IJITI: Yes.

7 MEMBER JONES: --- all those  
8 individuals.

9 MR. IJITI: Sign-sheet and the  
10 certificate.

11 MEMBER JONES: So, would you be willing  
12 to provide that list with their designation  
13 within your organization? So, would you be able -  
14 - would you be willing to provide that list so  
15 that we can clearly identify what role that  
16 individual plays in your --- in the operations of  
17 your establishment; i.e., security person,  
18 manager, owner, barback, whatever the case may  
19 be?

20 MR. IJITI: Yes.

21 MEMBER JONES: Okay.

22 MR. IJITI: I will take it further in

1 the security plan, the security plan I'm having  
2 on, I listed each security and their job  
3 function, and their posting. That will be the ---  
4 Security A will be at the door post, Security B  
5 is going to be at the front.

6 MEMBER JONES: Right.

7 MR. IJITI: Security C is going to be  
8 on the first floor, the location. We have it all  
9 detailed out on the security plan I'm writing  
10 right now.

11 MEMBER JONES: Excellent. Excellent.

12 And just to make sure that we have complete and  
13 accurate information and records, would you also  
14 be willing to submit W-4s, appropriately  
15 redacted, of course, associated with each one of  
16 these employees?

17 MR. IJITI: Yes.

18 MEMBER JONES: Thank you. Ms. Gephardt,  
19 you mentioned there's a 15 on your list, which  
20 would give us a total of 16 items?

21 MS. GEPHARDT: Yes.

22 MEMBER JONES: So, the 15th item you

1 refer to is RDO?

2 MS. GEPHARDT: Yes.

3 MEMBER JONES: What are the specific  
4 details related to that RDO; i.e., when, how  
5 many? What are the requirements associated  
6 therewith?

7 MS. GEPHARDT: Sure. Yes, it would be  
8 on Friday and Saturday nights from the hours of  
9 11:30 p.m. to 3:30 a.m., which gives us a four-  
10 hour minimum. And it would be two officers.

11 MEMBER JONES: Which days were those,  
12 again? I'm sorry.

13 MS. GEPHARDT: Friday night and  
14 Saturday night.

15 MEMBER JONES: Friday and Saturday. All  
16 right. Is there any consideration or any  
17 contemplation to other special events, holidays  
18 where there may be a larger than normal flow-  
19 through, as referred to by the general manager?

20 MS. GEPHARDT: We actually did not  
21 discuss that; however, that would be something  
22 that I would be open to discussing. I don't know

1 --- do you have special events, things like that,  
2 like live bands or anything?

3 MR. IJITI: No. But when I had already  
4 --- we already applied for the reimbursable  
5 detail. We applied already, we fill out the paper  
6 and send it out, and they responded quickly. We  
7 copied the ABRA investigator on our back and  
8 forth communication.

9 MEMBER JONES: No problem. I just want  
10 to --- I'm trying to get an understanding of what  
11 your offering to kind of have a better feel for  
12 whether or not I would be comfortable voting for  
13 it, or voting against it. So, right now, the RDO  
14 is only noted as part of the OIC as specifically  
15 being for Friday and Saturday night for that  
16 four-hour window. And my question is, as part of  
17 the OIC, was it contemplated for consideration of  
18 inclusion for those opportunities where you may  
19 have special events or holidays?

20 MR. IJITI: That would be --- we will  
21 be more than welcome to accept that in there for  
22 special events. You said New Year's Eve, and

1 we're expecting a whole turnout. We're more than  
2 willing to have --- for assistance.

3 MEMBER ALBERTI: To be more specific,  
4 would you be willing to accept language that said  
5 --- that included all of the District-designated  
6 holidays? I forget how they're referred to in  
7 ABRA law, but the ABRA law statute lists  
8 designated holidays which an establishment can  
9 apply for holiday hours. And if we could include  
10 those?

11 MR. IJITI: Some of the holidays we  
12 don't open.

13 MEMBER ALBERTI: Well, then you  
14 wouldn't need RDO if you're not open. The point  
15 is, if you're open ---

16 MEMBER JONES: You just had a change of  
17 mind.

18 MEMBER ALBERTI: I mean, it does RDO  
19 when you're open. I mean, hopefully, everybody  
20 understands that.

21 MR. KIVITZ: We would have no objection  
22 to that.

1 MEMBER ALBERTI: Thank you.

2 MEMBER JONES: And I think for the most  
3 part, lastly, ejection protocol. Well, actually,  
4 not quite lastly, but ejection protocol, is that  
5 covered?

6 MR. IJITI: Yes, on our security plan.

7 MEMBER JONES: It's on the security  
8 plan?

9 MR. IJITI: Yes.

10 MEMBER JONES: All right.

11 MR. IJITI: Ejection protocol is ---

12 MEMBER JONES: And I ask specifically  
13 just because I notice that is not noted, or  
14 covered, or addressed specifically in the OIC.

15 MR. IJITI: Yes, I include that in the  
16 plan.

17 MEMBER JONES: I just want to make  
18 sure, you're the author of the security plan?

19 MR. IJITI: We're working in  
20 conjunction with all the team members, and me and  
21 Aji, we were together for about five hours  
22 yesterday. We talked to other experts and we come

1 --- this submission cover each --- as I said,  
2 within the next 20 minutes I could give the Board  
3 a draft. As soon as I get to my cell phone, I  
4 could send a draft copy to you right away.

5 MR. KIVITZ: If I may add to the Board,  
6 we're on this track, we're hoping that all could  
7 be done by Tuesday. If any event occurs that  
8 would necessitate that they can't be done, we  
9 would advise the Board as for a resetting of ---  
10 but our objective is to provide and do  
11 everything possible to facilitate the Tuesday  
12 meeting.

13 MEMBER ALBERTI: So, what does that  
14 mean?

15 MEMBER JONES: Tuesday meeting?

16 MEMBER ALBERTI: It's means we're going  
17 to bust our butt to get it done, and hopefully --  
18 --

19 MEMBER ALBERTI: What does it mean  
20 getting it done, submitting the documents to the  
21 Board by Tuesday?

22 MR. KIVITZ: Yes.

1 MEMBER ALBERTI: Okay. You understand  
2 the Board will take time to review them.

3 MR. KIVITZ: Oh, of course.

4 MEMBER ALBERTI: Okay, thank you.

5 CHAIR MILLER: And I do anticipate that  
6 there's obviously a lot more detail in the  
7 security plan, that you referenced the ejection  
8 protocol, and that it's set forth in the security  
9 plan. Right?

10 MR. IJITI: Yes.

11 CHAIR MILLER: Okay.

12 MEMBER JONES: I think that's all I  
13 have for now.

14 CHAIR MILLER: Do you have another one?

15 MEMBER ALBERTI: Yes. Go to Mr. Short,  
16 and then I'll come back.

17 CHAIR MILLER: Okay, Mr. Short.

18 MEMBER SHORT: Number 5, you have the  
19 licensee shall provide employees with training on  
20 how to aid injured or ill patrons.

21 MR. IJITI: Yes.

22 MEMBER SHORT: Does that include also

1 how to call 911 or ---

2 MR. IJITI: Yes.

3 MEMBER SHORT: What first aid training  
4 are they going to be receiving? Who's going to do  
5 that?

6 MR. IJITI: We're using a registered --  
7 --- an MSN Nurse. Her name is Alberta Pratt.  
8 She's a registered nurse. We have something  
9 scheduled for tomorrow for that.

10 MEMBER SHORT: She's certified to  
11 train?

12 MR. IJITI: Yes.

13 MEMBER SHORT: So, she'll be able to  
14 provide a certificate?

15 MR. IJITI: Yes.

16 MEMBER SHORT: And that'll be a part of  
17 your documents you're going to provide to us?

18 MR. IJITI: Yes. She could provide  
19 that.

20 MEMBER SHORT: I think that will be  
21 helpful.

22 MR. IJITI: That will be fine. And we

1 discuss in the security plan how to use the first  
2 aid bank, you know, first aid kit, calling for  
3 help, identifying, staff assisting to be of the  
4 evacuation plan, also, in conjunction with the  
5 security officers.

6 MEMBER SHORT: So, you can --- this is  
7 number 5, so you'll have a little more added to  
8 number 5. Correct? As far as training and the  
9 certificates?

10 MR. IJITI: Yes.

11 MEMBER SHORT: Okay. Thank you.

12 CHAIR MILLER: Okay. I just want to  
13 follow-up on this, and then go to Mr. Alberti  
14 again.

15 MEMBER ALBERTI: Go ahead.

16 CHAIR MILLER: But, you know, a lot of  
17 times you've talked about providing employees  
18 with training on this area and that area. Are you  
19 really anticipating training all employees on all  
20 areas, or are you going to identify specific, you  
21 know, types of employees that need training? For  
22 instance, you know, on the first aid, is that

1 going to be all employees, as well?

2 MR. IJITI: It will just be inclusive  
3 to --- since we're paying a bulk price just for  
4 it, so ---

5 CHAIR MILLER: Everybody is going to  
6 get everything.

7 MR. IJITI: But is just going to get  
8 anything, never know when you may need this.  
9 Can't say security have to do first aid, but if  
10 the barback needs to give first aid, it's best to  
11 train.

12 CHAIR MILLER: Good. Okay, good. All  
13 right. Mr. Alberti, you want to finish up?

14 MEMBER ALBERTI: Well, yes. My  
15 questions are a little off base here, because I'm  
16 trying to understand the nature of your business.  
17 All right? It just helps me put this all in  
18 context.

19 So, you offer entertainment how often?  
20 How many nights a week are you open, generally?

21 MR. LAOSEBIKAN: Right now it's  
22 Wednesday through Saturday.

1 MEMBER ALBERTI: Pardon?

2 MR. LAOSEBIKAN: Right now it's  
3 Wednesday through Saturday.

4 MEMBER ALBERTI: Wednesday through  
5 Saturday. Okay. And how often do you provide  
6 entertainment?

7 MR. LAOSEBIKAN: Like a DJ?

8 MEMBER ALBERTI: A DJ is entertainment,  
9 yes. Either DJ or live bands is really kind of  
10 what I'm interested, but any kind of  
11 entertainment?

12 MR. LAOSEBIKAN: Maybe twice, one or  
13 twice a week average.

14 MEMBER ALBERTI: What nights, usually?  
15 What nights?

16 MR. LAOSEBIKAN: Friday and Saturday.

17 MEMBER ALBERTI: Friday and Saturday,  
18 generally.

19 MR. LAOSEBIKAN: Yes, Friday and  
20 Saturday.

21 MEMBER ALBERTI: I'm just talking about  
22 generally. Right? You know, I mean, this is ---

1       okay. So, on Wednesday --- okay. On most nights,  
2       what time do you open up?

3               MR. LAOSEBIKAN: Most nights?

4               MEMBER ALBERTI: Or most days, I'm  
5       sorry.

6               MR. LAOSEBIKAN: Okay, no problem.

7               MEMBER ALBERTI: I should say most  
8       days, what time do you open?

9               MR. LAOSEBIKAN: Happy Hour starts  
10      about 4:00.

11              MEMBER ALBERTI: About 4:00? Okay. So,  
12      you're not open for lunch?

13              MR. LAOSEBIKAN: No.

14              MEMBER ALBERTI: Okay. Would you be  
15      willing to provide us with a menu?

16              MR. IJITI: Yes.

17              MR. LAOSEBIKAN: Of course.

18              MEMBER ALBERTI: All right. And does  
19      your menu change throughout the evening at all?

20              MR. LAOSEBIKAN: Well, not necessarily,  
21      no. I mean, we have a ---

22              MR. IJITI: Our menu does not change.

1 MEMBER ALBERTI: So, 12:30 on a  
2 Saturday night I can order the same thing I would  
3 at 7:00 on a Wednesday night?

4 MR. IJITI: Yes.

5 MEMBER ALBERTI: Okay.

6 MR. IJITI: Our kitchen closes at 1:00  
7 a.m., and it is opened per ABRA's regs, we close  
8 --- the kitchen closes at 1:00 a.m.

9 MEMBER ALBERTI: Okay. How many ---  
10 what's your food like? Is it sit-down dinners,  
11 is it tapas? I mean, what kind of ---

12 MR. IJITI: We have a full-size ---  
13 we're not --- we have a full-size operating  
14 kitchen. If you want me to get my phone, I have a  
15 live ---

16 MEMBER ALBERTI: That's all right.  
17 You'll submit it.

18 MR. IJITI: --- feed, because I have --  
19 - just as oversight, we have live feed whereby  
20 I'm married, I have three kids. We can just log  
21 in from my cell phone to see the overview of the  
22 restaurant. We have a full-size operating

1 kitchen, not a microwave. We have a hood, we have  
2 a kitchen, we ---

3 MEMBER ALBERTI: Okay, good. So, what's  
4 usually your biggest dinner night, biggest dinner  
5 service? Which days are busiest for dinner?

6 MR. IJITI: Dinner is Friday and  
7 Saturday.

8 MEMBER ALBERTI: Friday and Saturday?  
9 Any idea how many dinners you serve on a Friday  
10 night, or Saturday night typically?

11 MR. IJITI: This all depends on the  
12 season, you know. The winter was brutal and we  
13 were not --- that's why we scaled back because  
14 actually I opened before --- I'll go back to your  
15 question. Actually, I was open ---

16 MEMBER ALBERTI: Okay. So, this time of  
17 your, H Street is hopping, lots of dinner folks  
18 up there. I've been there recently. I note lots  
19 of activity, restaurants are busy.

20 MR. IJITI: We sell about 90-100, you  
21 know.

22 MEMBER ALBERTI: In the evening?

1 MR. IJITI: Yes, on a regular basis,  
2 100, 120.

3 MEMBER ALBERTI: All right. I just want  
4 to get --- so, when does the dinner crowd sort of  
5 transition over to the late night crowd on a  
6 Friday and Saturday?

7 MR. IJITI: This all depends on private  
8 --- different event, like a party may come and  
9 say they having a birthday party for dinner for  
10 maybe 6 p.m., and after that they want to just  
11 relax and transition into the night life. So,  
12 that's most of what we do when the people come in  
13 to celebrate their birthday, to have dinner.

14 MEMBER ALBERTI: You do lots of  
15 birthday parties then.

16 MR. IJITI: No, just --- it is --- I  
17 believe it is ---

18 MEMBER ALBERTI: Okay. So, other than  
19 birthday parties, other than those that bring in  
20 the crowd in themselves ---

21 MR. IJITI: And people, we have a lot  
22 of foot traffic who comes in.

1 MEMBER ALBERTI: So, what time does it  
2 start to transition over?

3 MR. IJITI: About 10, 10 and up.

4 MEMBER ALBERTI: Okay. All right,  
5 thanks. That gives me some idea of the business.  
6 Thank you. I have no further questions. Thank  
7 you.

8 CHAIR MILLER: Okay. I just have a  
9 couple of specific questions to conclude. The  
10 security that you're going to have trained on  
11 Saturday, hopefully, how many are they?

12 MR. IJITI: Ten.

13 CHAIR MILLER: Ten?

14 MR. IJITI: Ten.

15 CHAIR MILLER: So, have you --- you've  
16 hired 10 people?

17 MR. IJITI: Yes.

18 CHAIR MILLER: And is there a  
19 supervising security ---

20 MR. IJITI: Yes, we have a supervisor,  
21 Mr. Sullivan is supervising, and most of them are  
22 already licensed security guard already in

1 Maryland, but we just want them to be trained in  
2 D.C. They all have license to operate as security  
3 guards in --- they are not just fresh from the  
4 boat, you know. They are actually practicing  
5 security officers.

6 CHAIR MILLER: How did you --- did they  
7 work together, or did you find them all  
8 individually that you brought together?

9 MR. IJITI: Didn't work together. They  
10 all worked from different walks of life. We've  
11 known them.

12 CHAIR MILLER: You've known them.  
13 They've worked for you?

14 MR. IJITI: Yes.

15 CHAIR MILLER: They work for the  
16 company that you ---

17 MR. IJITI: And like we said, that's  
18 why he thought the security company --- because  
19 some of the old staff with the previous company  
20 we absorbed, we absorbed them.

21 CHAIR MILLER: Okay. Did they leave the  
22 security company ---

1 MR. IJITI: Yes.

2 CHAIR MILLER: --- to work for you, or  
3 they work for both?

4 MR. IJITI: They left the security  
5 company to work for us.

6 CHAIR MILLER: Okay. So, you're going  
7 to have 10 trained. And is that --- did somebody  
8 make an assessment as to how many security  
9 personnel you need?

10 MR. IJITI: Yes, we looked at the ---  
11 we have two floors. We have two people stationed  
12 at the door with the reimbursable detail, which  
13 will be two people. So, literally, we have four  
14 security person on the main floor.

15 MEMBER SHORT: Speaking of MPD?

16 MR. IJITI: Yes.

17 MEMBER SHORT: They can't come inside.

18 MR. IJITI: No, I said we have two  
19 people outside in addition to the two MPD, which  
20 will be four people literally outside maintaining  
21 law and order. Our security will be checking IDs,  
22 doing the ranks, you know. MPD is just there to -

1                   CHAIR MILLER: So, I just was curious.  
2 Did you make--- you made that assessment? I mean,  
3 or did you make that assessment based on your  
4 experience with security in the past, or did  
5 somebody else say I think you need 10?

6                   MR. IJITI: No, no. We're going to be  
7 using a maximum of maybe five people for the  
8 night.

9                   CHAIR MILLER: Okay.

10                  MR. IJITI: I'm just training 10 for  
11 backup, you know.

12                  CHAIR MILLER: Okay, great. Okay.

13                  MR. IJITI: Somebody fall ill, have a  
14 toothache, you know, things happen. We have  
15 somebody who's already trained on the roster, not  
16 just calling somebody new again who has not been  
17 trained.

18                  CHAIR MILLER: Right. Okay.

19                  MR. IJITI: It's like a backup process.

20                  CHAIR MILLER: Okay.

21                  MR. IJITI: So, we won't be using 10  
22 people at the night.

1                   CHAIR MILLER: Okay. And, also, I  
2 wanted to ask you about your --- I was kind of  
3 intrigued by your live feed you have to the  
4 establishment?

5                   MR. IJITI: Yes.

6                   CHAIR MILLER: So, that if you're not  
7 at the establishment, but there's a problem, you  
8 can see what's happening on your live feed?

9                   MR. IJITI: Yes. In this day to be  
10 honest with the live feed, I wasn't in the  
11 building on that day. I was just --- to be  
12 honest, I was just too tired to come back, but it  
13 was wrong decision on my part, because we --- the  
14 MPD came in one and a half hours after we closed.  
15 It was one and a half hours, not like when it  
16 happened and they showed up. It was an hour and a  
17 half, everybody has already left already. I left  
18 maybe about 2:10.

19                   CHAIR MILLER: Okay. So, we're not ---

20                   MR. IJITI: And the incident happened  
21 at 1:00.

22                   CHAIR MILLER: --- going to get into

1 that. Yes, we're not going to get into that. This  
2 has been a longer hearing than expected even on  
3 this. So, what the Board is going to do is go and  
4 deliberate in Executive Session on this. Is this  
5 anything else that you want to add before we go  
6 consider this? What we'll do is consider this and  
7 then we'll come back and vote on it. Any other  
8 questions?

9 MR. IJITI: You want to give me an  
10 email, maybe I could email the ---

11 MR. KIVITZ: No, no, they're going to  
12 come back.

13 MR. IJITI: --- draft of the security  
14 plan I have.

15 MEMBER ALBERTI: No, that's not  
16 necessary.

17 MEMBER JONES: When it's final.

18 MEMBER ALBERTI: When it's final ---  
19 when it's ready for ---

20 MEMBER JONES: When you ready to submit  
21 it for real, that's when we want to see it.

22 CHAIR MILLER: Well, we heard what you

1 had to say about it. Okay, I'm going to now then  
2 take a vote just for our considering this in  
3 Executive Session.

4 MEMBER JONES: Madam Chair, just real  
5 quick ---

6 CHAIR MILLER: Yes.

7 MEMBER JONES: --- before we do that.

8 CHAIR MILLER: You have another ---  
9 yes.

10 MEMBER JONES: Just as far as the  
11 training activities, would you be opposed if we  
12 attended those?

13 MR. IJITI: No.

14 MEMBER JONES: All right. Thank you.

15 CHAIR MILLER: So, you're free  
16 Saturday?

17 MR. IJITI: Charge extra ---

18 CHAIR MILLER: Okay.

19 MEMBER ALBERTI: I'll be up there  
20 Saturday.

21 CHAIR MILLER: That's not a commitment.  
22 That's not a commitment.

1 MEMBER ALBERTI: I'll be up that way  
2 Saturday.

3 MEMBER JONES: I just asked a simple  
4 question, would they be opposed if we attended?

5 CHAIR MILLER: Okay.

6 MEMBER JONES: I made no commitment  
7 about attending.

8 CHAIR MILLER: Okay, okay. All right.

9 MEMBER JONES: Me or otherwise.

10 CHAIR MILLER: Right. Okay. I'm going  
11 to now take the vote on deliberating in Executive  
12 Session.

13 As Chairperson of the Alcoholic  
14 Beverage Control Board for the District of  
15 Columbia in accordance with D.C. Official Code  
16 Section 2-574(b) of the Open Meetings Act, I move  
17 that the ABC Board hold a closed meeting for the  
18 purpose of seeking legal advice from our counsel  
19 on case number 15-251-00081, Da Luft Restaurant  
20 and Lounge pursuant to D.C. Official Code Section  
21 2-574(b)(4) of the Open Meetings Act and  
22 deliberating upon this case for the reason cited,

1 and D.C. Code Section 2-574(b)(13) of the Open  
2 Meetings Act, in particular the Offer In  
3 Compromise that's been presented to us. Is there  
4 a second?

5 MEMBER SHORT: Second.

6 CHAIR MILLER: Mr. Short seconded the  
7 motion. I'll now take a vote. We'll vote on the  
8 motion before us now that it's been seconded.

9 (Voting)

10 CHAIR MILLER: Okay. It appears the  
11 motion has passed by a 4-0-0 vote. I hereby give  
12 notice that the ABC Board will now recess this  
13 proceeding to hold a close meeting in the ABC  
14 Board conference room pursuant to 2-574(b) of the  
15 Open Meetings Act. And we will return in a little  
16 while and let you know the outcome of this.

17 (Whereupon, the above-entitled matter  
18 went off the record at 11:27 a.m., and resumed at  
19 1:11 p.m.)

20 CHAIR MILLER: Okay. The Board is back  
21 on the record after having considered the Offer  
22 In Compromise that was presented this morning by

1 the parties. And as I think I said earlier, I  
2 think that they present --- well, they present a  
3 good framework for addressing some of the  
4 problems that may have been responsible for  
5 contributing to the incidents on April 11th, and  
6 they set forth a good framework of a plan.

7 So, the Board I would say is inclined  
8 to accept the Offer In Compromise; however, with  
9 certain augmentations that, number one, came out  
10 of I think our discussion earlier in this hearing  
11 process. I'll go through each one where we're  
12 suggesting that it be enhanced a little bit. Some  
13 of them based on discussions that we already had  
14 out here in the hearing room, and then some back  
15 in Executive Session. And what I want to do is  
16 point out to you any changes that we think would  
17 improve the Offer In Compromise from the Board's  
18 perspective with respect to being more confident  
19 that the establishment won't be posing any  
20 imminent danger.

21 So, what I'm going to do is just go  
22 through any changes that the Board is

1 recommending and considering, and I would like it  
2 if you indicate any disagreement with that,  
3 because I think some of them you already  
4 consented to. For instance, the first one where  
5 we wanted to add in our order, with respect to  
6 1(i) it says "the establishment shall purchase  
7 and regularly use a security wand at the  
8 entrance." We are adding to that, "and physically  
9 search handbags and backpacks every night after 9  
10 p.m." And it's my understanding that we had this  
11 discussion when we were out here in the hearing  
12 room earlier, that you do handbags and backpacks  
13 anyway, and you would consent to that. And  
14 regularly meant to you every night after 9 p.m.  
15 Okay, so if there's no disagreement with that,  
16 that is one that we'll be adding.

17 MEMBER ALBERTI: Ms. Miller, I think  
18 also included in that was the term "regularly"  
19 was going to be interpreted as after 9:00?

20 CHAIR MILLER: That's what I said,  
21 every night after 9 p.m.

22 MEMBER ALBERTI: Yes, but for wanding,

1 also.

2 CHAIR MILLER: Oh, yes. The modifier  
3 every night after 9 p.m. would apply to the  
4 wandering, as well. Okay, thank you for that  
5 clarification.

6 Then we move down to number five.  
7 Number five says, "The licensee shall provide its  
8 employees with training on how to aid an injured  
9 or ill patron inside the establishment, including  
10 calling for outside medical services." And the  
11 Board would like to add that the licensee provide  
12 a certificate of the qualifications for the  
13 trainer in first aid, and that the licensee  
14 provide certificates of training for those who  
15 are trained. Any problem with that?

16 MR. KIVITZ: No.

17 CHAIR MILLER: Okay. Number 7, 7 deals  
18 with providing video recordings. Well, as of now  
19 it says the --- 7, "The licensee shall make all  
20 future video recordings of a crime of violence  
21 available for review immediately upon the request  
22 by MPD or ABRA investigators, and copies will be

1 given to ABRA investigators or MPD within 48  
2 hours of a request. All video footage involving a  
3 crime of violence shall be maintained for at  
4 least 30 days."

5 The Board would like the licensee to  
6 maintain a list of all employees who have the  
7 expertise to play and download video, and to make  
8 that list available upon request. And the Board  
9 would like all videos to be maintained 30 days,  
10 and all video involving incidents of violence to  
11 be archived. Any problem?

12 MEMBER ALBERTI: We're fine.

13 CHAIR MILLER: Okay. Number 8 talks  
14 about security training of its security staff. We  
15 heard in the hearing that the licensee was going  
16 to train all staff, so we would like number 8 to  
17 apply to all employees, not just security staff.

18 MR. KIVITZ: No objection.

19 CHAIR MILLER: Okay. Number 12. Again,  
20 this is also reflecting the discussion about many  
21 of these requiring to all employees, not just  
22 security. So, it says --- number 12 says, "The

1 licensee shall submit a list of all security  
2 personnel employed by the establishment which  
3 will be kept on premises with the job title or  
4 role of each employee listed."

5 We would like this to apply --- we  
6 would like the licensee to submit and maintain a  
7 list of all security --- of all personnel, not  
8 just security personnel employed by the  
9 establishment. Is that clear?

10 MR. KIVITZ: There's no objection to  
11 that.

12 CHAIR MILLER: Okay, great. Number 13.  
13 We just want to make it clear that all the  
14 training for the security personnel ---

15 MEMBER ALBERTI: Can we go back to  
16 number 11?

17 CHAIR MILLER: Sure.

18 MEMBER ALBERTI: I just want to make  
19 sure we're clear on that. So, it's a list of all  
20 personnel with their position and titles? Is that  
21 what we're ---

22 CHAIR MILLER: I was at 12, is there

1 something on 11?

2 MEMBER ALBERTI: No, I thought that was  
3 the last thing you spoke to, was number 11. No?

4 CHAIR MILLER: Well, I ---

5 MEMBER ALBERTI: Number 12?

6 CHAIR MILLER: Correct me if I'm wrong,  
7 it was change --- it was --- they said the  
8 licensee shall submit a list of all security  
9 personnel employed by the establishment, and that  
10 we wanted them to submit and maintain a list of  
11 all personnel employed by the establishment.

12 MEMBER ALBERTI: Okay. So, it says here  
13 with job title ---

14 CHAIR MILLER: Yes, with all the other  
15 stuff.

16 MEMBER ALBERTI: Okay, that's part of  
17 it. All right.

18 CHAIR MILLER: Okay. All right.

19 MEMBER ALBERTI: I'm sorry to  
20 interrupt.

21 CHAIR MILLER: That's okay. So, number  
22 13. First of all, again, this is limited to

1 security personnel, and my understanding was that  
2 the training was going to apply to all employees,  
3 so that where it refers to the licensee  
4 conducting and completing training for existing  
5 security personnel, it would apply to all  
6 personnel. And same with the rest of the  
7 paragraph, all personnel will receive security  
8 training at the time of hire. Is that clear?  
9 We're just making it all personnel, and not just  
10 security personnel.

11 MR. KIVITZ: Oh, that's okay.

12 CHAIR MILLER: Okay?

13 MR. KIVITZ: Well, with the exception  
14 of something like kitchen staff and stuff, I  
15 don't think that's contemplated as being part of  
16 this. On the other --- how do you take out what  
17 you don't put in? We have no idea since you have  
18 all necessary personnel involved with the public,  
19 et cetera, trained. But I would want to see an  
20 exclusion, such as cleanup help or kitchen help.

21 CHAIR MILLER: Okay. Let me just get a  
22 clarification from you, because I --- because,

1 first of all, we said --- you all said all  
2 employees are taking this training. Are kitchen  
3 people excluded?

4 (Off microphone comment)

5 CHAIR MILLER: Well, I can only have  
6 one person speaking.

7 (Off the record comment)

8 MEMBER SHORT: Can I just jump in,  
9 Madam Chair?

10 CHAIR MILLER: Yes.

11 MEMBER SHORT: There was rumors that  
12 someone had cleaned up something that they  
13 shouldn't have, and maybe if they had training  
14 that wouldn't have happened, if that did happen.  
15 So, to keep that from happening, everybody is on  
16 the same training. I think it would be ---

17 MR. KIVITZ: Let's just go with what --  
18 -- I think we can live with it. I'd have to see  
19 how it's printed out ---

20 CHAIR MILLER: Okay.

21 MR. KIVITZ: --- but I think in  
22 principle we're in agreement.

1                   MEMBER ALBERTI: So, Mr. Kivitz, just  
2                   --- maybe Mr. Kivitz can give us exactly who he'd  
3                   like to include. I mean, I'm not saying we would  
4                   agree to it, but if you have any doubts about it,  
5                   then you need to offer an alternative. And maybe  
6                   you want to see it written down before you do  
7                   that.

8                   (Off microphone comment)

9                   CHAIR MILLER: No, I know. But I want  
10                  --- I think part of ---

11                  MEMBER ALBERTI: I'm sorry.

12                  CHAIR MILLER: --- the concern is, you  
13                  know, okay, there's a crime scene, and who's  
14                  cleaning it up? It's not necessarily security  
15                  that's cleaning it up, and that's a real issue.  
16                  That was an issue in your case, and that's issues  
17                  that happen.

18                  Now, if you're going to say something  
19                  like, you know, there's a chef, or there's a such  
20                  and such that they don't have any contact with  
21                  that kind of situation, just let us know, you  
22                  know, now. Otherwise, you know, we talked about

1 all employees.

2 (Off microphone comment)

3 MR. KIVITZ: The fact that it's going  
4 to be such a small number of personnel that might  
5 be involved in that, we can just leave the  
6 language the way you said.

7 CHAIR MILLER: Okay, all employees.

8 MR. KIVITZ: See where it goes from  
9 there. If it becomes an economic burden, we would  
10 ask the Board to revisit the issue.

11 CHAIR MILLER: Okay. So, that'll be  
12 then all employees. And we just want to say that  
13 with respect to number 13, and the representation  
14 that things will be done within 30 days of the  
15 order, what we're most concerned about is the  
16 things that need to be done are done before you  
17 open. Okay? So, that's basically ---

18 (Off microphone comment)

19 CHAIR MILLER: Okay, the important  
20 date. So, with respect to number 13, training  
21 would be conducted before the establishment  
22 opens.

1 MEMBER ALBERTI: And that's addressed  
2 in number 14.

3 CHAIR MILLER: Okay.

4 MEMBER ALBERTI: So, I think the point  
5 is the statement that training will ---

6 CHAIR MILLER: Right.

7 MEMBER ALBERTI: --- be done within 30  
8 days, it's on you. We're expecting the training  
9 to be done before you open as per number 14, so  
10 we're clear about that.

11 MR. KIVITZ: That's okay.

12 CHAIR MILLER: Okay. The Board also  
13 wanted to add that the licensee will notify ABRA  
14 if in the future they decide to contract with a  
15 security company, if your arrangement changes.  
16 And would like advance --- one-week advance  
17 notice of training for new hires.

18 MR. KIVITZ: That's okay.

19 CHAIR MILLER: Okay, good. And then,  
20 finally, number 15 dealing with reimbursable  
21 detail. We talked about in addition to the Friday  
22 and Saturday evening hours from 11:30 to 3:30,

1 that ABRA-designated holidays would be added. And  
2 in the closed session, the Board determined that  
3 it would like to add whenever the licensee has  
4 entertainment. We heard at the hearing earlier  
5 that you primarily have entertainment Friday and  
6 Saturday, and that Friday and Saturday there's  
7 going to be RDO, and we would like to add in the  
8 event you have entertainment, what's defined as  
9 entertainment in our regulations, that you also  
10 have RDO.

11 MR. KIVITZ: I think we were referring  
12 to special event is something rather than just an  
13 ordinary live entertainment, which they don't  
14 have much of, anyway, but I would prefer that we  
15 put to a special event type thing, whether a  
16 party, whatever, rather than ---

17 CHAIR MILLER: Okay. So, I understood,  
18 you hadn't agreed to that, and so I'm presenting  
19 it now, because you hadn't agreed to it, and you  
20 can put on the record, you know, your position.  
21 What you are proposing, special events? We need  
22 to be able to define that, because entertainment

1 is defined in our regulations as special events  
2 or not.

3 MR. KIVITZ: Maybe a New Year's Eve,  
4 you know, special holidays ---

5 CHAIR MILLER: Well, we've already  
6 talked about ABRA-designated holidays, so this is  
7 an additional requirement. So, if you have an  
8 issue that you want to describe why that's  
9 unreasonable ---

10 MR. KIVITZ: Okay, what we said so far.  
11 Now, my question is from a procedural point of  
12 view. All that has been said is readily  
13 acceptable. Of course, we want to read it,  
14 notwithstanding. I'm looking now at the practical  
15 matter, how do we review this, was set forth ---  
16 we could adjourn, we could have lunch, we come  
17 back. It's very difficult for my particular  
18 personal schedule. I have medical things that I  
19 can't avoid.

20 CHAIR MILLER: Okay.

21 MR. KIVITZ: I was wondering if we  
22 could come to an understanding that we have

1 reached an agreement on which the Board grants  
2 the --- will grant the Offer In Compromise and we  
3 will expedite this ---

4 (Off microphone comment)

5 CHAIR MILLER: Okay. Can I just ---

6 MR. KIVITZ: Exercised by either use of  
7 the email or whatever procedure, rather than  
8 having to stay all day, or the rest of the  
9 secretarial time.

10 CHAIR MILLER: Okay. Let me just ---  
11 could I just back up one minute? Are you going  
12 to consent to the entertainment issue ---

13 MR. KIVITZ: Yes.

14 CHAIR MILLER: --- with the RDO? Okay.

15 MR. KIVITZ: Yes, we consent to it.

16 CHAIR MILLER: Okay.

17 MR. KIVITZ: They will have to maintain  
18 it --- I think we've heard the entertainment, and  
19 we'll be more specific by saying including but  
20 not limited to holiday events and things of that  
21 nature.

22 CHAIR MILLER: Okay. What it would

1 basically say, the designated --- the ABRA-  
2 designated holidays, which we discussed earlier,  
3 and whenever you have entertainment as defined in  
4 our regulations. That is a DJ, and live music, or  
5 whatever.

6 MR. IJITI: Can I ask a question?

7 CHAIR MILLER: Go ahead.

8 MR. IJITI: Let's say we are in --- we  
9 have maybe a karaoke night on a Wednesday, I  
10 mean, are you saying we need to have a police  
11 officer there, or poetry, if we were doing  
12 poetry?

13 CHAIR MILLER: Well, let me ask you  
14 this. We're giving you this opportunity to  
15 address this. Karaoke night, how is that  
16 different from a Friday or a Saturday night when  
17 you have RDO?

18 MR. IJITI: What people do, and people  
19 just sometimes they do poetry, they read poetry,  
20 a poem ---

21 CHAIR MILLER: Right.

22 MR. IJITI: --- in the family, read a

1 poem, talk about a rhyme, and we each let them  
2 on. It's like a hobby, you know, something most  
3 of them during the week.

4 CHAIR MILLER: Okay. So, I want to ask  
5 you how --- again, how are those nights different  
6 from Friday and Saturday night? So, you have  
7 entertainment. Do you have fewer people, is it  
8 less busy, what is it?

9 MR. IJITI: We have fewer people.

10 CHAIR MILLER: Okay. Can you put  
11 numbers on that?

12 MR. IJITI: About maybe 20 people.

13 CHAIR MILLER: 20 people. And when you  
14 have entertainment on Friday and Saturday night,  
15 how many people do you have when you're having  
16 the RDO?

17 MR. IJITI: We have 80, we have 80  
18 people.

19 CHAIR MILLER: Okay.

20 MEMBER SHORT: Can I ask a question,  
21 Madam Chair?

22 CHAIR MILLER: Sure.

1 MEMBER SHORT: When you have karaoke  
2 night, do you have a band or a ---

3 MR. IJITI: No, we just have a  
4 microphone.

5 MEMBER SHORT: No band, no DJ?

6 MR. IJITI: No, no DJ.

7 MEMBER SHORT: Well, that's --- I think  
8 the agreement that we are trying to get you to  
9 come to is we said live entertainment, so if you  
10 don't have a live band on board ---

11 MR. IJITI: DJ.

12 MR. KIVITZ: Can we --- would it be  
13 agreeable to my fellow Board Members if we listed  
14 this as DJ or live band?

15 MEMBER SHORT: That's entertainment. I  
16 thought that's what the ---

17 MEMBER ALBERTI: Well, that's the kind  
18 of entertainment that we're concerned about.

19 CHAIR MILLER: Entertainment can  
20 include poetry reading under our regulations.

21 MEMBER ALBERTI: Right. So, that's the  
22 subset of entertainment I think that is of most

1 concern to me, and I believe to others, too.

2 MEMBER SHORT: I yield to the live band  
3 and DJ.

4 MEMBER ALBERTI: All right, so that's  
5 --- so, can we offer that proposal?

6 CHAIR MILLER: Okay. I'm all right with  
7 that.

8 MR. KIVITZ: I thought that maybe has  
9 some value, hard for a Board to say that. Suppose  
10 it was said that entertainment --- this will be  
11 done on events where they anticipate the patrons  
12 would exceed say 100, 10 persons ---

13 (Off microphone comment)

14 CHAIR MILLER: Well, I was wondering  
15 about that with the number, but I heard very  
16 different numbers. I heard 80 was Friday and  
17 Saturday, when you would have RDO anyway, and 20  
18 was ---

19 MR. KIVITZ: It wouldn't make any  
20 difference ---

21 (Off microphone comment)

22 CHAIR MILLER: Okay.

1 MR. KIVITZ: That wasn't my point.

2 CHAIR MILLER: Your point is by number.

3 MEMBER ALBERTI: But I think the  
4 proposal we're putting forth is DJ or live band.  
5 Is that okay?

6 MR. KIVITZ: Yes.

7 MEMBER ALBERTI: All right.

8 CHAIR MILLER: Okay.

9 MR. KIVITZ: That will ---

10 MEMBER ALBERTI: Okay.

11 CHAIR MILLER: Okay, that's it. So,  
12 we've gone through all of them, and you consent  
13 to the ones as we've modified here. Okay.

14 Now, procedurally then, yes, we're  
15 going to break for lunch, and our staff is going  
16 to type up an order with these additions, and  
17 with your OIC. So, I guess you could --- do you  
18 have signed OICs?

19 MR. KIVITZ: I have Mrs. Ijiti here.  
20 She's the owner ---

21 CHAIR MILLER: Right.

22 MR. KIVITZ: And I was trying to figure

1 out how to do this to accommodate my personal  
2 needs.

3 CHAIR MILLER: Right. I'm just going to  
4 just talk about the logistics for one second. I  
5 think we probably can do that.

6 (Off the record comments)

7 CHAIR MILLER: Okay. This is the  
8 question. You'd --- we have represented to you, I  
9 have at least verbally all the changes that are  
10 going to be accompanying the OIC. If you don't  
11 need to read it before we vote on it to make sure  
12 that, you know, you think that that accurately  
13 reflects what I said, I don't think you need to  
14 hang around. You can sign the OIC, you know, and  
15 then we're going to vote on that order, which  
16 will approve your OIC with the conditions that  
17 we've added. Yes, maybe it could be emailed to  
18 you in a little bit. We're going to be voting.  
19 That's what we have left to do. That's what we're  
20 going to do.

21 MEMBER ALBERTI: Go ahead.

22 CHAIR MILLER: Go ahead.

1           MEMBER JONES: Just to make sure I'm  
2 clear, this is not --- this is their document  
3 when it's all said and done.

4           CHAIR MILLER: No, it's our order with  
5 their document.

6           MEMBER ALBERTI: Yes. You know, Herman  
7 does have a point. It is, essentially, their  
8 order, and it really does require their final  
9 review.

10          MEMBER JONES: Correct.

11          MEMBER ALBERTI: And I think the OAG is  
12 nodding, and I was ---

13          MEMBER JONES: Both parties need to  
14 review it and agree.

15          MEMBER ALBERTI: I believe you're  
16 right.

17          CHAIR MILLER: Can he not review it if  
18 it's emailed to him?

19          MR. KIVITZ: I'm looking, it's 1:30.

20          MEMBER JONES: Yes, but I would not  
21 feel comfortable voting ---

22          CHAIR MILLER: Okay.

1 MEMBER SHORT: --- on that until both  
2 parties reviewed it and are truly in agreement.

3 MEMBER ALBERTI: I guess I'm tired. I'm  
4 swayed by ---

5 MEMBER JONES: It's not our document.

6 MEMBER ALBERTI: I'm swayed by Mr.  
7 Jones' arguments. I would not feel comfortable  
8 without the parties present verbally consenting  
9 to their agreement that this is what they believe  
10 they're proposing.

11 MR. KIVITZ: I see both sides. Now, to  
12 focus on the timing situation. It's about 1:30  
13 now.

14 CHAIR MILLER: Okay.

15 MR. KIVITZ: Could we conceivably --- I  
16 could make some changing, that we could be  
17 finished by 3:00?

18 CHAIR MILLER: Oh, right?

19 (Off microphone comment)

20 MEMBER JONES: So, we've agreed to  
21 write this down and give it to them for them to  
22 review?

1 MEMBER ALBERTI: That was our plan.

2 Right?

3 MEMBER JONES: That's not what ---  
4 okay. That's not what I thought, but that's  
5 fine.

6 (Off microphone comment)

7 CHAIR MILLER: Okay. I don't see why  
8 not. It's not that long an order. I think that  
9 our staff is --- should have it ready within the  
10 hour. Okay. So, I don't know if you've had lunch.

11 (Off microphone comment)

12 MR. KIVITZ: We go along --- if we can  
13 accomplish this by whatever time you just said,  
14 that gives me enough time to get to my medical  
15 needs at 4.

16 CHAIR MILLER: At 4?

17 MR. KIVITZ: So, it takes me an hour to  
18 get to where I'm going.

19 CHAIR MILLER: Okay, yes.

20 MR. KIVITZ: Be back here let's say at  
21 2 or 2:30.

22 CHAIR MILLER: Okay. You know, these

1 were --- this was not a major document. I mean, I  
2 told you everything that was going to be written  
3 down, so I don't see any problem with that. So,  
4 you should be able to leave by 3.

5 MR. KIVITZ: Okay, fine.

6 CHAIR MILLER: Okay. So, we're going to  
7 break for lunch while it's being prepared. Do we  
8 --- are you --- do we have cell phones to reach  
9 you by, or we'd be back within an hour? Okay,  
10 good.

11 MS. GEPHARDT: Are we just coming back  
12 in an hour, or should we wait for a phone call?

13 MR. KIVITZ: No, we haven't seen it, so  
14 we'll initial it.

15 MEMBER ALBERTI: Let's set a time.

16 (Off microphone comments)

17 CHAIR MILLER: Okay. We can be back in  
18 an hour.

19 MR. KIVITZ: Thank you.

20 CHAIR MILLER: Okay? See you --- well,  
21 why don't we make it 2:35.

22 MR. KIVITZ: Thank you.

1 MS. GEPHARDT: 2:35, okay. Thank you.

2 (Whereupon, the above-entitled matter  
3 went off the record at 1:37 p.m., and resumed at  
4 3:06 p.m.)

5 CHAIR MILLER: Okay. We're back on the  
6 record for the final chapter, I believe, of this  
7 OIC hearing. And when we last broke for lunch, we  
8 had our staff embody basically the changes that I  
9 articulated earlier into an order, which also  
10 will accompany or include your OIC. So, you all  
11 have had a chance to read the order.

12 MR. KIVITZ: We have executed the Offer  
13 In Compromise ---

14 CHAIR MILLER: If you could stay near  
15 the microphone, we could get on the --- there you  
16 go.

17 MR. KIVITZ: That's fine. We have  
18 reviewed again the Offer In Compromise and it has  
19 been executed by the owner and myself as counsel.

20 CHAIR MILLER: Okay.

21 MR. KIVITZ: Attached to this order is  
22 your order approving the Compromise. We didn't

1 sign or initial that because there was no  
2 provision and it incorporated it. And all that  
3 you wrote coincides with everything we previously  
4 discussed.

5 CHAIR MILLER: Okay.

6 MR. KIVITZ: So, it's acceptable.

7 CHAIR MILLER: Okay, that's fine. All  
8 right. Ms. Gephardt, do you have any final  
9 comments? Otherwise, we're going to vote on the  
10 order.

11 MS. GEPHARDT: No, I don't have any  
12 follow-up comments.

13 CHAIR MILLER: Okay, good. All right.

14 MR. KIVITZ: I have one request, since  
15 I don't have a signed copy, that I'd like to get  
16 one before I leave.

17 CHAIR MILLER: That's what we figured.  
18 So, we're going to vote on this, and then sign,  
19 and then have a copy made for you.

20 MR. KIVITZ: Thank you.

21 CHAIR MILLER: Okay. And I'm going to  
22 move that we approve the order approving the

1 Offer In Compromise in the Da Luft D.C. Case,  
2 case number 15-251-00081. Do I have a second?

3 MEMBER SHORT: Second.

4 CHAIR MILLER: Mr. Short has seconded  
5 the motion. Any comments? All that in favor then  
6 say aye.

7 (Voting)

8 CHAIR MILLER: All those opposed, all  
9 those abstaining? Motion passes 4-0-0. Okay. So,  
10 if you'll just wait one more minute, we will sign  
11 and make a copy for you both.

12 (Whereupon, the above-entitled matter  
13 went off the record at 3:08 p.m., and resumed at  
14 3:13 p.m.)

15 MR. KIVITZ: Thank you all very much.

16 CHAIR MILLER: Okay. Thank you very  
17 much. So, that concludes our business for today  
18 and the Board is adjourned.

19 (Whereupon, the above-entitled matter  
20 went off the record at 3:13 p.m.)  
21  
22



**assumption** 36:11  
**assure** 20:11  
**Attached** 134:21  
**attendance** 2:10  
**attended** 107:12 108:4  
**attending** 108:7  
**attention** 6:2 10:16  
 38:14  
**attentively** 41:15  
**attorney** 3:6 4:18 5:18  
 6:4 7:10 14:2  
**augmentations** 110:9  
**author** 90:18  
**authority** 4:9  
**available** 2:13 8:7,8  
 10:19 12:16 21:15,16  
 23:7 112:21 113:8  
**average** 96:13  
**avoid** 2:21 122:19  
**avoided** 25:20  
**aware** 2:15 15:3 23:1  
**aye** 136:6

---

**B**


---

**B** 8:5 20:13 21:13,13  
 86:4  
**back** 24:1,22 34:22 35:6  
 35:17 40:4 45:4 58:19  
 62:4 63:15,15 68:16  
 70:11 72:20 88:7  
 92:16 99:13,14  
 105:12 106:7,12  
 109:20 110:14 114:15  
 122:17 123:11 132:20  
 133:9,11,17 134:5  
**backpacks** 60:15,17  
 61:2,5,11 111:9,12  
**backup** 43:10 56:9  
 75:20 104:11,19  
**band** 126:2,5,10,14  
 127:2 128:4  
**bands** 88:2 96:9  
**bank** 94:2  
**bar** 38:15 65:14 66:9,13  
 66:14,15,20,21 67:1,2  
 67:5  
**barback** 85:18 95:10  
**barbacks** 84:18,20  
**bars** 64:17,18,18,21  
 65:5,9,10,22 66:4,7  
**bartenders** 84:6,18,22  
**base** 95:15  
**based** 21:4 44:3 48:8,9  
 67:19 104:3 110:13  
**basement** 33:5  
**basically** 119:17 124:1  
 134:8  
**basis** 13:4 100:1

**bathroom** 35:15,16  
**bathrooms** 20:8  
**behalf** 5:20 6:4  
**believe** 2:14 17:13 22:6  
 22:15,17 25:7 44:13  
 46:7 49:2 67:1 69:8  
 73:13 100:17 127:1  
 130:15 131:9 134:6  
**believing** 78:11  
**belligerent** 75:15  
**benefit** 69:15  
**best** 83:9 95:10  
**better** 40:20 88:11  
**Beverage** 1:2,14,15 2:5  
 7:9 108:14  
**biannual** 13:4 80:17,19  
 81:4  
**Biannually** 80:22 81:2,3  
**big** 23:14  
**biggest** 99:4,4  
**bird** 59:19  
**birthday** 100:9,13,15,19  
**bit** 41:21 44:6 110:12  
 129:18  
**blind** 8:16 17:5,9,13,16  
 18:9,14,17 19:14,18  
 20:3 30:15 39:20 40:3  
**board** 1:2,14 2:5 3:3,10  
 4:13,17,21 5:3,5,11  
 5:16 6:20 7:9,13,20  
 9:15 11:11,22 12:3  
 13:8 14:14,22 15:3,14  
 15:17 16:1,2 25:6,17  
 26:9,15 30:16 44:11  
 47:21 58:12 70:19  
 77:9 91:2,5,9,21 92:2  
 106:3 108:14,17  
 109:12,14,20 110:7  
 110:22 112:11 113:5  
 113:8 119:10 120:12  
 121:2 123:1 126:10  
 126:13 127:9 136:18  
**Board's** 6:2 11:12  
 110:17  
**boat** 102:4  
**book** 11:16  
**bottom** 37:21 39:9  
**break** 3:21 128:15  
 133:7  
**bring** 6:2 45:13,22  
 46:17 51:13 63:22  
 100:19  
**bringing** 45:15  
**broke** 134:7  
**brought** 38:13 46:15  
 102:8  
**brutal** 99:12  
**building** 1:15 37:8,10

62:20,22 63:3 64:3,7  
 64:11,15 71:15  
 105:11  
**bulk** 95:3  
**burden** 119:9  
**busboys** 84:5  
**busiest** 99:5  
**business** 2:10 41:4  
 52:4 57:15 59:18  
 62:19 73:12 78:19  
 82:17 95:16 101:5  
 136:17  
**bust** 91:17  
**busy** 99:19 125:8  
**butt** 91:17

---

**C**


---

**C** 8:9 22:5 86:7  
**calendar** 2:12  
**call** 11:14 13:17 21:20  
 22:22 27:7,11 40:22  
 74:19 75:16,19,19,20  
 75:22 79:1 93:1  
 133:12  
**calling** 9:5 10:10 22:20  
 75:22 94:2 104:16  
 112:10  
**calls** 11:17  
**camera** 8:10 18:8 20:13  
 20:13 22:5,5 36:20  
 37:10 40:1  
**cameras** 8:13,14,18  
 9:11,21 16:6,11,13  
 18:20 37:8 40:8  
**candid** 57:1  
**capabilities** 41:9  
**capable** 8:11 42:3,4  
**care** 28:2 33:17  
**carefully** 14:11 76:4  
**case** 1:11 3:2,6,13 5:9  
 5:16 85:18 108:19,22  
 118:16 136:1,2  
**categories** 84:16  
**Cathy** 4:8  
**Cause** 14:2  
**celebrate** 100:13  
**cell** 2:20 91:3 98:21  
 133:8  
**certain** 2:20 18:8,10  
 45:2 110:9  
**certainly** 37:19 39:9,15  
 39:18 40:4  
**certificate** 47:18,22  
 62:8,11 79:20 85:10  
 93:14 112:12  
**certificates** 13:11 73:12  
 94:9 112:14  
**certified** 93:10

**certifies** 73:12  
**cetera** 73:13 74:1  
 116:19  
**Chair** 2:3 6:5,8,12,15  
 14:6 15:12 16:9,17,21  
 17:3,6 18:2,5,18 19:4  
 19:13,22 20:16 24:14  
 25:1,4 26:13 39:2,5  
 42:8,15,18,21 54:20  
 55:2,8,16 58:15 61:21  
 70:16,21 80:20 81:1,3  
 81:6 92:5,11,14,17  
 94:12,16 95:5,12  
 101:8,13,15,18 102:6  
 102:12,15,21 103:2,6  
 104:1,9,12,18,20  
 105:1,6,19,22 106:22  
 107:4,6,8,15,18,21  
 108:5,8,10 109:6,10  
 109:20 111:20 112:2  
 112:17 113:13,19  
 114:12,17,22 115:4,6  
 115:14,18,21 116:12  
 116:21 117:5,9,10,20  
 118:9,12 119:7,11,19  
 120:3,6,12,19 121:17  
 122:5,20 123:5,10,14  
 123:16,22 124:7,13  
 124:21 125:4,10,13  
 125:19,21,22 126:19  
 127:6,14,22 128:2,8  
 128:11,21 129:3,7,22  
 130:4,17,22 131:14  
 131:18 132:7,16,19  
 132:22 133:6,17,20  
 134:5,14,20 135:5,7  
 135:13,17,21 136:4,8  
 136:16  
**Chairperson** 1:16,19  
 2:8 108:13  
**challenge** 78:10  
**chance** 15:18 134:11  
**change** 49:6 57:5 89:16  
 97:19,22 115:7  
**changed** 57:4  
**changes** 12:4 49:11  
 82:11 110:16,22  
 120:15 129:9 134:8  
**changing** 52:15,19,22  
 83:10,10 131:16  
**chapter** 134:6  
**charge** 27:16 68:7 72:2  
 72:3,4 107:17  
**charged** 7:1  
**checking** 103:21  
**chef** 118:19  
**Chief** 1:10 4:8,10 62:3  
**choose** 34:14

**Chrissy** 5:18 6:3  
**cigarettes** 60:20  
**circumstance** 25:20  
**cite** 68:4  
**cited** 68:6 69:6 108:22  
**clarification** 17:15  
 56:11 83:22 112:5  
 116:22  
**clarity** 43:17 61:16  
**Class** 1:9 3:12  
**cleaned** 21:7 117:12  
**cleaning** 28:4 118:14  
 118:15  
**cleanup** 116:20  
**clear** 60:12 114:9,13,19  
 116:8 120:10 130:2  
**clearly** 37:11 43:17  
 44:8 47:14 57:4,8  
 58:7 85:15  
**client** 50:18 73:10  
**close** 98:7 109:13  
**closed** 3:4 4:8 15:4  
 69:11 82:17 105:14  
 108:17 121:2  
**closes** 98:6,8  
**closet** 38:7,8  
**closing** 15:7  
**Closure** 1:10  
**clothing** 44:4  
**club** 68:18 69:17  
**Code** 4:10,16,21 8:2  
 70:1,7 108:15,20  
 109:1  
**cognizant** 58:3  
**coincides** 135:3  
**Columbia** 1:1 108:15  
**Columbia's** 2:4  
**come** 35:15 47:21 53:6  
 58:19 68:3 76:8 90:22  
 92:16 100:8,12  
 103:17 105:12 106:7  
 106:12 122:16,22  
 126:9  
**comes** 22:11 50:7 81:9  
 100:22  
**comfortable** 88:12  
 130:21 131:7  
**coming** 22:3 51:14  
 133:11  
**comment** 14:8,10,14  
 25:5 27:10 39:8 54:19  
 117:4,7 118:8 119:2  
 119:18 123:4 127:13  
 127:21 131:19 132:6  
 132:11  
**comments** 44:12 48:20  
 129:6 133:16 135:9  
 135:12 136:5

**commitment** 42:1 47:7  
 47:15 60:11 107:21  
 107:22 108:6  
**committed** 47:12  
**common** 59:11  
**communication** 88:8  
**companies** 71:4  
**company** 28:15,19  
 29:14,18,19,21 44:21  
 45:6,15,21 46:6,15,20  
 47:8 48:4 49:17 50:1  
 50:18 55:19 56:5,12  
 57:6,6 58:9 70:22  
 72:21 73:1,5 74:13,15  
 74:18 75:3 76:8 78:1  
 102:16,18,19,22  
 103:5 120:15  
**competently** 78:12  
**complete** 12:19 85:5  
 86:12  
**completed** 13:6 79:16  
**completely** 78:12  
**completing** 116:4  
**completion** 11:4 13:12  
 76:15  
**compliance** 7:22 54:10  
 70:5 72:18 78:12  
**compliant** 48:17  
**complies** 50:10  
**comply** 14:17 57:13  
**compromise** 6:18 7:5,6  
 7:8,12,15 11:8 14:11  
 15:1,11 20:19 24:16  
 70:17 76:3,18 82:19  
 109:3,22 110:8,17  
 123:2 134:13,18,22  
 136:1  
**conceivably** 131:15  
**concern** 78:13 118:12  
 127:1  
**concerned** 56:20  
 119:15 126:18  
**concerns** 4:2  
**conclude** 101:9  
**concludes** 136:17  
**conclusion** 5:4  
**conditions** 14:4 50:17  
 129:16  
**conduct** 2:10 11:15  
 12:18  
**conducted** 9:16 13:14  
 119:21  
**conducting** 116:4  
**conference** 109:14  
**confident** 110:18  
**confirms** 75:11  
**conformance** 79:13  
**conjunction** 90:20 94:4

**connection** 55:9  
**consent** 111:13 123:12  
 123:15 128:12  
**consented** 111:4  
**consenting** 131:8  
**consider** 106:6,6  
**consideration** 82:12  
 87:16 88:17  
**considered** 109:21  
**considering** 107:2  
 111:1  
**consistent** 3:3  
**consists** 7:15  
**constitutes** 2:11  
**consult** 3:6 44:19  
**contact** 10:13 15:9  
 21:18 118:20  
**contained** 5:8 11:9  
 76:19  
**containing** 11:19 23:17  
**contemplated** 88:17  
 116:15  
**contemplation** 87:17  
**content** 82:1  
**context** 95:18  
**continue** 80:16  
**continued** 7:2  
**continuing** 26:3 82:22  
**contract** 28:18 49:17  
 51:1 56:3,4 73:18  
 74:3,8,21 120:14  
**contractor** 49:18 50:13  
 50:21,21 51:2 52:11  
 52:13,18 53:15,21  
 54:7 57:10  
**contributing** 110:5  
**control** 1:2,14,15 2:5  
 7:9 28:16 48:7 108:14  
**controlling** 10:5  
**convey** 46:20,22 47:7  
**cooking** 64:4  
**cooperating** 22:4  
**cooperation** 4:3,4  
**cooperative** 26:10  
**cooperatively** 82:20  
 83:8  
**coordinate** 45:1  
**copied** 88:7  
**copies** 2:12 10:20  
 112:22  
**copy** 13:9 34:6 38:21  
 78:2 79:3,5 91:4  
 135:15,19 136:11  
**corner** 19:3  
**correct** 17:10 25:7 31:5  
 31:6,9,16 33:22 34:2  
 36:10,11,16 46:3 49:9  
 50:15 51:20 53:9

57:22 58:5 59:13 61:7  
 62:5 63:6,6 66:19  
 67:10,11 69:4 70:14  
 74:9,9,10,13 77:17  
 78:8 81:21 85:3 94:8  
 115:6 130:10  
**corrected** 42:14  
**correctly** 51:18  
**counsel** 14:12 82:20  
 108:18 134:19  
**couple** 15:16 46:13  
 71:3 101:9  
**course** 11:5 13:12,13  
 13:15 15:5 24:3,9  
 83:2 86:15 92:3 97:17  
 122:13  
**court** 2:16 55:10  
**cover** 11:7 34:14 76:17  
 91:1  
**coverage** 20:11 29:7  
 40:1,7  
**covered** 18:10,16 19:16  
 30:18 34:14 36:4,6,8  
 37:2,3,6,21 38:12  
 39:10,14,17,20 90:5  
 90:14  
**covering** 19:19 30:21  
 39:11  
**covers** 19:2,9  
**coworker** 71:22  
**CR** 1:9 3:12  
**create** 78:3  
**crime** 4:5 8:5 10:18  
 11:1 21:6,7,11 23:7  
 78:22 112:20 113:3  
 118:13  
**critical** 22:18 75:21  
**crowd** 100:4,5,20  
**curious** 104:1  
**currently** 36:19 55:19  
 74:7  
**customer** 75:15

---

**D**


---

**D** 8:14  
**D.C** 1:16 4:9,16,21 8:2  
 70:7 102:2 108:15,20  
 109:1 136:1  
**Da** 1:6,6 3:11 108:19  
 136:1  
**dais** 15:14  
**dance** 19:8,9,10,16,19  
**danger** 5:1,14 7:2 62:4  
 62:18 68:16 70:11  
 110:20  
**dangerous** 70:9  
**date** 12:22 15:4 67:21  
 68:12 119:20

**dated** 4:11 5:8,10  
**day** 43:7 51:11,11,15  
 57:19,20 68:7 69:10  
 105:9,11 123:8  
**daycare** 32:18  
**days** 11:2 12:22 52:4  
 87:11 97:4,8 99:5  
 113:4,9 119:14 120:8  
**DC** 1:6  
**deal** 23:14 46:10,11  
**dealing** 73:16 120:20  
**deals** 112:17  
**dealt** 46:10  
**debate** 31:1  
**decide** 120:14  
**decision** 3:8 5:4 57:15  
 58:2 80:7 105:13  
**decisions** 72:6  
**deck** 31:12  
**deem** 45:22  
**deemed** 45:12  
**define** 80:11 82:19  
 121:22  
**defined** 74:3 80:16  
 121:8 122:1 124:3  
**definitely** 22:2 29:9  
**defy** 75:16  
**degree** 32:6  
**delegate** 28:12  
**deliberate** 3:8 106:4  
**deliberating** 108:11,22  
**demonstrating** 13:11  
**depends** 99:11 100:7  
**describe** 63:7 122:8  
**described** 12:20  
**design** 25:11  
**designated** 89:8 124:1  
 124:2  
**designation** 85:12  
**desire** 20:10 83:12  
**desk** 2:13  
**detail** 13:19 41:8,10  
 88:5 92:6 103:12  
 120:21  
**detailed** 10:2 86:9  
**detailing** 8:22  
**details** 87:4  
**detaining** 10:5  
**determine** 4:21 19:1  
**determined** 83:4 121:2  
**devices** 2:19  
**diagram** 8:17  
**dictate** 50:12  
**difference** 25:22 127:20  
**different** 29:6,8 44:6  
 46:9,9 100:8 102:10  
 124:16 125:5 127:16  
**difficult** 122:17

**difficulties** 25:19  
**diligently** 82:20  
**dinner** 59:18 99:4,4,5,6  
 99:17 100:4,9,13  
**dinners** 98:10 99:9  
**directly** 55:20,22 56:5  
 58:10 64:7  
**disagreement** 111:2,15  
**discretion** 7:13 49:18  
**discuss** 3:7 87:21 94:1  
**discussed** 14:12 77:3  
 78:21 124:2 135:4  
**discussing** 87:22  
**discussion** 72:9 110:10  
 111:11 113:20  
**discussions** 110:13  
**disruptive** 2:18  
**distinction** 19:6  
**distinguish** 24:2 44:2,9  
**District** 1:1 2:4 69:4  
 70:2 108:14  
**District-designated**  
 89:5  
**disturbing** 57:1  
**DJ** 96:7,8,9 124:4 126:5  
 126:6,11,14 127:3  
 128:4  
**document** 79:12 130:2  
 130:5 131:5 133:1  
**documentation** 11:22  
 12:3 75:10  
**documenting** 11:17  
**documents** 91:20 93:17  
**doing** 18:22 22:15,19  
 24:7 30:22 47:14  
 48:11 78:16,17  
 103:22 124:11  
**door** 18:10 23:21 40:15  
 53:12 86:4 103:12  
**doors** 37:3 50:8  
**doorway** 36:6  
**doubt** 41:8 69:15  
**doubts** 118:4  
**download** 113:7  
**draft** 79:5 91:3,4 106:13  
**drafting** 9:3  
**drink** 43:18  
**drove** 23:2  
**drunk** 75:18  
**due** 49:2  
**duties** 28:1  
**duty** 6:14 9:19 23:12  
 27:1,20 42:11 50:4  
**dynamic** 54:8,9

---

**E**

---

**E** 8:16  
**earlier** 62:15 69:16

110:1,10 111:12  
 121:4 124:2 134:9  
**early** 59:19  
**easily** 36:9  
**economic** 15:6 119:9  
**educating** 81:16  
**effect** 14:15 25:10  
 40:19  
**egress** 64:14  
**Eight** 11:3  
**either** 79:1 96:9 123:6  
**ejection** 9:7 90:3,4,11  
 92:7  
**electronic** 2:19  
**Eleven** 11:21  
**eliminate** 47:22  
**else's** 40:18  
**email** 77:10 106:10,10  
 123:7  
**emailed** 68:7 129:17  
 130:18  
**embody** 134:8  
**employ** 29:14,18 44:21  
 49:16  
**employed** 12:11 13:1  
 24:5 48:4 114:2,8  
 115:9,11  
**employee** 12:13,15  
 114:4  
**employees** 10:8,12  
 13:4 36:13 48:3 59:5  
 73:22 86:16 92:19  
 94:17,19,21 95:1  
 112:8 113:6,17,21  
 116:2 117:2 119:1,7  
 119:12  
**employing** 29:13  
**employment** 41:2  
**enclosed** 64:9  
**enhanced** 110:12  
**enter** 3:4  
**entering** 37:11  
**entertainment** 95:19  
 96:6,8,11 121:4,5,8,9  
 121:13,22 123:12,18  
 124:3 125:7,14 126:9  
 126:15,18,19,22  
 127:10  
**entire** 18:15 19:9  
**entirety** 78:3  
**entity** 26:11 74:4,8,9  
**entrance** 9:9 34:22 35:1  
 35:11,12 37:12 59:2,9  
 63:12,13 111:8  
**envision** 16:1 54:4  
**equipment** 9:20 42:5,12  
**error** 68:8,9,14  
**essentially** 47:17 130:7

**establish** 5:13  
**establishing** 11:22  
**establishment** 3:16,19  
 3:20 4:9 5:13 7:21 8:8  
 8:9,14,16 9:1,8,13,17  
 9:22 10:4,9,15 11:7  
 11:15 12:2,12,16 13:7  
 16:15 18:15 19:3 20:2  
 21:16,18 22:15,22  
 23:15 24:5,20 28:4  
 30:18 31:11 48:6  
 50:14 51:1,4,5 57:20  
 58:22 59:7,8 62:11  
 64:17 65:6,12 68:18  
 71:12,14 76:17 85:17  
 89:8 105:4,7 110:19  
 111:6 112:9 114:2,9  
 115:9,11 119:21  
**establishment's** 4:3,12  
 4:14 8:4,6,17 9:3,5  
 21:11,14  
**establishments** 44:15  
**et** 73:13 74:1 116:19  
**evacuate** 75:15  
**evacuation** 94:4  
**Eve** 88:22 122:3  
**evening** 27:1 97:19  
 99:22 120:22  
**event** 51:19,21 52:2,15  
 52:15,16,19 82:3 91:7  
 100:8 121:8,12,15  
**events** 6:21 29:7 87:17  
 88:1,19,22 121:21  
 122:1 123:20 127:11  
**everybody** 64:3 89:19  
 95:5 105:17 117:15  
**evidence** 21:22 22:21  
**exact** 22:10 71:7  
**exactly** 53:7 55:2 118:2  
**example** 22:14  
**exceed** 127:12  
**Excellent** 86:11,11  
**exception** 116:13  
**excluded** 117:3  
**exclusion** 116:20  
**Excuse** 26:19 54:20  
**executed** 134:12,19  
**Executive** 70:19 106:4  
 107:3 108:11 110:15  
**Exercised** 123:6  
**exist** 77:7  
**existing** 12:19 74:7  
 116:4  
**exit** 62:21 63:10,11,12  
 63:14  
**exiting** 37:12  
**exits** 62:19,20,21 63:2  
**expect** 30:17 36:3,5

37:7 84:1  
**expectation** 43:14,15  
 44:11 81:8  
**expectations** 37:14  
 41:11  
**expected** 106:2  
**expecting** 17:9 89:1  
 120:8  
**expedite** 123:3  
**expeditiously** 73:21  
**experience** 44:14 104:4  
**experienced** 41:2  
**expertise** 113:7  
**experts** 90:22  
**exterior** 62:20  
**extra** 107:17

---

**F**


---

**face** 44:8 53:12  
**facial** 44:4  
**facilitate** 8:19 15:10  
 91:11  
**fact** 17:9 45:20 48:8  
 119:3  
**factor** 72:14  
**facts** 5:6,7  
**fair** 65:19  
**fairly** 24:16  
**fairness** 54:13  
**fall** 104:13  
**family** 124:22  
**far** 18:6 94:8 107:10  
 122:10  
**fast** 53:11 82:16 83:1  
**favor** 136:5  
**fax** 77:11  
**feature** 44:8  
**features** 44:4  
**feed** 98:18,19 105:3,8  
 105:10  
**feel** 19:1 75:6 88:11  
 130:21 131:7  
**fell** 69:10  
**fellow** 126:13  
**fewer** 125:7,9  
**fifteen** 13:17  
**fight** 3:22  
**fighting** 3:19  
**figure** 128:22  
**figured** 135:17  
**file** 49:14 67:19,20 68:5  
 68:6  
**filing** 67:20  
**fill** 88:5  
**final** 106:17,18 130:8  
 134:6 135:8  
**finally** 82:19 120:20  
**find** 102:7

**finding** 67:18  
**fine** 26:7 80:4 93:22  
 113:12 132:5 133:5  
 134:17 135:7  
**finish** 95:13  
**finished** 131:17  
**fire** 49:19 64:2,14  
**first** 27:11 31:7 34:13  
 34:16,18 37:4,5 41:1  
 41:2 63:19 64:1 65:3  
 65:3,6,9,11 66:5,8,10  
 76:1 86:8 93:3 94:1,2  
 94:22 95:9,10 111:4  
 112:13 115:22 117:1  
**five** 10:7 90:21 104:7  
 112:6,7  
**floor** 8:18 19:8,9,10,16  
 19:19 22:8 31:8,11  
 34:13,16,18 37:4,5,20  
 38:2,4,5,15,17 39:10  
 39:13,13,20,21 63:19  
 63:21 64:13 65:3,6,7  
 65:9,11,11 66:6,8,10  
 66:13,16 67:3 86:8  
 103:14  
**floors** 31:4 34:4 66:4  
 103:11  
**flow** 29:9 50:12 87:18  
**flowing** 28:6  
**fluid** 54:5  
**focus** 131:12  
**folks** 99:17  
**follow** 36:15 79:22  
**follow-up** 94:13 135:12  
**followed** 5:19 83:3  
**following** 7:16 52:20  
**follows** 7:6  
**food** 98:10  
**foolish** 40:11  
**foot** 100:22  
**footage** 10:22 22:1  
 23:11,16,19 113:2  
**foregoing** 14:3  
**forget** 89:6  
**formal** 45:18,21  
**formally** 77:7  
**forth** 14:19 15:8,10 22:3  
 88:8 92:8 110:6  
 122:15 128:4  
**forward** 15:7 26:3 58:10  
 59:15  
**found** 23:5  
**four** 10:1 87:9 103:13  
 103:20  
**four-hour** 88:16  
**Fourteen** 13:5  
**fourth** 15:14 31:22  
 32:21,22 33:5,9,10

**frame** 15:2  
**framework** 110:3,6  
**free** 107:15  
**fresh** 102:3  
**Friday** 13:19 87:8,13,15  
 88:15 96:16,17,19  
 99:6,8,9 100:6 120:21  
 121:5,6 124:16 125:6  
 125:14 127:16  
**friend** 71:22  
**front** 23:20,21 35:2,2,4  
 35:8,9,14 37:8,10,12  
 63:8,10 64:3 86:5  
**full** 7:22 49:18 53:13  
 70:5  
**full-size** 98:12,13,22  
**fully** 9:20 14:12 42:11  
 81:12  
**function** 27:19 28:17  
 33:12,14 51:16 86:3  
**funneled** 72:8  
**further** 35:16 61:20  
 84:9 85:22 101:6  
**future** 10:18 13:1 23:6  
 24:18 25:21 26:6  
 112:20 120:14

---

**G**


---

**G** 9:4  
**general** 4:19 5:18 6:4  
 7:10 14:2 20:16 28:6  
 28:9,11 56:17,18  
 87:19  
**generally** 27:16 51:6,7  
 53:3,8 58:6 95:20  
 96:18,22  
**gentleman** 26:17,20  
**Gephardt** 5:19 6:3,3,7,9  
 6:16,17 16:4,12 17:10  
 18:12,19 19:20 20:1,7  
 20:17 21:1 25:6 38:12  
 38:13 86:18,21 87:2,7  
 87:13,20 133:11  
 134:1 135:8,11  
**getting** 32:12 47:21  
 48:9 91:20  
**give** 37:9 38:20 47:3  
 54:15 69:14 74:19  
 86:20 91:2 95:10  
 106:9 109:11 118:2  
 131:21  
**given** 10:21 22:16  
 113:1  
**gives** 87:9 101:5 132:14  
**giving** 42:4 124:14  
**glad** 44:20  
**go** 15:7 16:21 21:4 26:3  
 35:3 41:9 47:16 48:12  
 49:1,12 50:9 58:8  
 63:17,20 64:4 76:2  
 80:1 82:2 92:15 94:13  
 94:15 99:14 106:3,5  
 110:11,21 114:15  
 117:17 124:7 129:21  
 129:22 132:12 134:16  
**goes** 17:21 18:3,5  
 32:10 119:8  
**going** 16:20 20:12 21:4  
 23:4 26:14 27:6 29:6  
 30:11,19,22 35:8  
 39:17 41:8 44:1,22  
 45:11,12 47:1,2,7,15  
 47:16 48:2,17 49:1  
 50:2,3,6,9,12 51:13  
 51:14,16 54:12,21,22  
 56:8 58:9,11,19,20  
 59:15 62:18 68:15  
 70:11 75:12 77:2 78:2  
 78:11 79:9,11,12,17  
 83:13 86:5,7 91:16  
 93:4,4,17 94:20 95:1  
 95:5,7 101:10 103:6  
 104:6 105:22 106:1,3  
 106:11 107:1 108:10  
 110:21 111:19 113:15  
 116:2 118:18 119:3  
 121:7 123:11 128:15  
 128:15 129:3,10,15  
 129:18,20 132:18  
 133:2,6 135:9,18,21  
**good** 2:3 15:19 20:14  
 22:7 25:1,2 26:4,16  
 27:7 47:3 55:6,14  
 61:22 62:1 64:8 95:12  
 95:12 99:3 110:3,6  
 120:19 133:10 135:13  
**gotten** 75:5,6  
**Government** 5:17  
**grant** 123:2  
**grants** 123:1  
**great** 16:21 33:19 34:3  
 40:13,16 61:19  
 104:12 114:12  
**guarantee** 49:5,8  
**guard** 101:22  
**guards** 102:3  
**guess** 43:17 50:17 53:5  
 57:3,8 62:2 68:12  
 80:6 128:17 131:3  
**guidance** 29:3  
**guidelines** 46:8  
**guy** 56:16,19  
**guys** 54:18 58:14

---

**H**


---

**H** 1:7 3:13 9:6 99:17

**hair** 44:5  
**haircut** 44:6  
**half** 105:14,15,17  
**halfway** 39:2  
**hall** 35:17  
**hallway** 35:4,7,18 36:4  
 36:8 64:6,10  
**handbags** 60:14,16  
 61:2,6,11 111:9,12  
**handle** 10:3  
**hands** 74:7  
**handshake** 47:9  
**hang** 129:14  
**happen** 31:1 104:14  
 117:14 118:17  
**happened** 22:11 57:9  
 68:2 105:16,20  
 117:14  
**happening** 70:10 105:8  
 117:15  
**Happy** 97:9  
**hard** 53:11 78:11 127:9  
**harm** 75:22  
**hat** 43:18  
**hate** 59:10  
**he'll** 40:2  
**health** 5:2,14 7:3  
**heard** 106:22 113:15  
 121:4 123:18 127:15  
 127:16  
**hearing** 1:7,15 2:12,18  
 3:2,5,11 4:15,17,20  
 5:4,11,17 14:2 26:1  
 57:15 62:2 106:2  
 110:10,14 111:11  
 113:15 121:4 134:7  
**heavier** 29:9  
**HECTOR** 1:20  
**help** 16:20 44:20 73:6  
 75:16,20,22 78:22  
 79:1 94:3 116:20,20  
**helpful** 93:21  
**helps** 95:17  
**Herman** 1:20 130:6  
**highlight** 20:19  
**hire** 12:7 13:2 49:19  
 50:13 55:20 79:9  
 116:8  
**hired** 56:4 70:22 78:1  
 101:16  
**hires** 120:17  
**hiring** 12:14 55:18 58:9  
 58:10  
**hit** 24:12  
**hobby** 125:2  
**hold** 108:17 109:13  
**holiday** 89:9 123:20  
**holidays** 87:17 88:19

89:6,8,11 121:1 122:4  
 122:6 124:2  
**home** 21:20  
**honest** 80:3 105:10,12  
**hood** 99:1  
**hope** 43:10  
**hopefully** 14:22 24:18  
 26:2 89:19 91:17  
 101:11  
**hoping** 91:6  
**hopping** 99:17  
**hour** 59:19 77:3 87:10  
 97:9 105:16 132:10  
 132:17 133:9,12,18  
**hours** 10:22 13:20  
 68:17 69:3 70:12 87:8  
 89:9 90:21 105:14,15  
 113:2 120:22  
**house** 35:6 63:15  
**hundred** 34:8

---

**I**


---

**i.e** 75:5 85:17 87:4  
**ice** 38:6,6  
**idea** 47:3 51:13 99:9  
 101:5 116:17  
**identifiable** 11:20 23:18  
**identified** 72:21,22  
**identify** 43:18 55:1,3,4  
 75:18 78:15 85:15  
 94:20  
**identifying** 94:3  
**IDs** 103:21  
**Ijiti** 24:21 55:6,6,14,15  
 55:17 56:2,14 64:6,9  
 64:13 68:2,11,19,21  
 69:1,5 71:3,9,9,10,13  
 71:18,21 72:3,5,9,12  
 72:22 73:3,6,9 74:14  
 74:22 75:2,8,14 76:5  
 76:10,14 77:1,8,17,21  
 78:6,8,14 79:5,10,14  
 79:17,20 80:8,14,17  
 80:22 81:4,7,11,14,19  
 81:21 82:5,9 83:17  
 84:4,7,13,17,21 85:1  
 85:3,6,9,20,22 86:7  
 86:17 88:3,20 89:11  
 90:6,9,11,15,19 92:10  
 92:21 93:2,6,12,15,18  
 93:22 94:10 95:2,7  
 97:16,22 98:4,6,12,18  
 99:6,11,20 100:1,7,16  
 100:21 101:3,12,14  
 101:17,20 102:9,14  
 102:17 103:1,4,10,16  
 103:18 104:6,10,13  
 104:19,21 105:5,9,20

106:9,13 107:13,17  
 124:6,8,18,22 125:9  
 125:12,17 126:3,6,11  
 128:19  
**ill** 10:9 92:20 104:13  
 112:9  
**immediately** 10:13,14  
 10:19 11:14 23:8  
 112:21  
**imminent** 5:1,14 7:2  
 62:4,18 68:16 70:11  
 110:20  
**imminently** 70:9  
**impact** 15:6  
**imperfect** 25:12  
**implementing** 41:9  
**implies** 32:5  
**importance** 21:3  
**important** 24:6 59:11  
 119:19  
**impossible** 23:21  
**improve** 110:17  
**inch** 19:3 37:3  
**incident** 4:7 5:6 6:14  
 8:22 9:4 10:14 15:4  
 21:8 22:14,16 105:20  
**incidents** 9:1 22:17  
 57:4 110:5 113:10  
**inclined** 110:7  
**include** 11:5 12:20  
 57:20 61:1,5,10 84:9  
 89:9 90:15 92:22  
 118:3 126:20 134:10  
**included** 13:17 19:17  
 89:5 111:18  
**includes** 84:1,15  
**including** 8:1 10:4,9  
 70:6 112:9 123:19  
**inclusion** 88:18  
**inclusive** 95:2  
**incorporate** 10:1  
**incorporated** 135:2  
**incorporates** 8:3 70:8  
**indicate** 111:2  
**indicated** 82:22 84:7  
**indicating** 57:19  
**individual** 44:3,9 52:1  
 81:9 85:16  
**individually** 102:8  
**individuals** 46:11 51:3  
 51:10 53:22 75:19  
 85:8  
**industry** 81:18  
**inebriated** 46:11  
**informal** 45:19  
**information** 86:13  
**initial** 15:9 133:14  
 135:1

**initially** 12:4  
**injured** 10:8 79:1 92:20  
 112:8  
**inside** 3:19 9:1 10:9,14  
 18:16 37:1,12 38:11  
 65:1 103:17 112:9  
**inspectors** 68:3  
**instance** 18:6 19:15  
 94:22 111:4  
**insure** 11:3 46:4 76:14  
**intelligently** 79:8  
**intend** 74:21  
**intent** 61:1,5,10 82:21  
 83:12  
**intention** 16:4 20:10  
 25:11  
**intentions** 30:22  
**interested** 5:11 96:10  
**interests** 40:15  
**interference** 4:5  
**interject** 54:12  
**interpreted** 111:19  
**interrupt** 115:20  
**interruption** 2:21  
**interviewed** 8:9 21:17  
**intrigued** 105:3  
**introduced** 73:10,13  
**introductions** 6:6  
**investigate** 21:9  
**investigation** 4:6 5:10  
**investigations** 8:20  
 24:7  
**investigator** 9:16 16:5  
 18:7,22 19:15 30:20  
 38:14 39:22 44:19  
 88:7  
**investigators** 4:4 10:20  
 10:21 16:2,10 23:10  
 44:16 112:22 113:1  
**involved** 116:18 119:5  
**involving** 3:11,17 10:22  
 113:2,10  
**iron** 64:14  
**issue** 21:2,17 22:20  
 79:18 118:15,16  
 119:10 122:8 123:12  
**issues** 5:6,7 20:21 21:5  
 118:16  
**it'll** 63:21 80:6  
**item** 2:14 17:1 61:4,8  
 76:2,11,12 77:20  
 86:22  
**items** 11:7,9 14:13  
 48:18 75:11,12 76:18  
 76:19 86:20

---

**J**


---

**James** 1:21 2:9

**January** 68:16  
**job** 12:13 50:3 86:2  
 114:3 115:13  
**John** 73:11 74:16  
**joined** 15:13,15  
**Jones** 1:20 15:13,15  
 17:14,19 32:2,5,8,11  
 48:12,13,15 49:5,9,15  
 50:11,20 51:17,21  
 52:5,10,14 53:1,7,10  
 53:19 54:3 56:10,15  
 56:18,22 57:14 58:1  
 58:11 70:20,21 71:5  
 71:10,16,19 72:1,4,6  
 72:11,19 73:2,4,8,19  
 74:2,6,11,20 75:1,4,9  
 76:2,6,11,21 77:6,12  
 77:18,22 78:7,10 79:3  
 79:7,11,15,19 80:2,11  
 80:15 81:2,8,12,15,20  
 81:22 82:6,10 83:16  
 83:21 84:5,11,14,19  
 84:22 85:2,4,7,11,21  
 86:6,11,18,22 87:3,11  
 87:15 88:9 89:16 90:2  
 90:7,10,12,17 91:15  
 92:12 106:17,20  
 107:4,7,10,14 108:3,6  
 108:9 130:1,10,13,20  
 131:5,7,20 132:3  
**jump** 30:13,13 117:8

---

**K**


---

**K-I-V-I-T** 6:10  
**karaoke** 124:9,15 126:1  
**keep** 38:6 117:15  
**keeping** 54:7,10  
**keeps** 52:14,17,21  
**kept** 12:12 54:9 114:3  
**kids** 32:18 98:20  
**kind** 17:21 18:1 30:13  
 44:1 46:8 61:9,18  
 68:13 88:11 96:9,10  
 98:11 105:2 118:21  
 126:17  
**kinds** 70:10,13  
**kit** 94:2  
**kitchen** 34:19,21 35:4,5  
 35:8,19,21 36:6,7  
 37:5 63:18,20,22 64:4  
 64:9 98:6,8,14 99:1,2  
 116:14,20 117:2  
**Kivitz** 5:20 6:10,10  
 14:10 20:9 24:21 25:3  
 25:5 26:17,19,22  
 27:10,13 34:6,9 38:19  
 38:20 40:9,14,22 41:7  
 41:12,15,18 54:22

59:3,5 65:19 73:10,20  
 74:5,10 78:9 82:15  
 89:21 91:5,22 92:3  
 106:11 112:16 113:18  
 114:10 116:11,13  
 117:17,21 118:1,2  
 119:3,8 120:11,18  
 121:11 122:3,10,21  
 123:6,13,15,17  
 126:12 127:8,19  
 128:1,6,9,19,22  
 130:19 131:11,15  
 132:12,17,20 133:5  
 133:13,19,22 134:12  
 134:17,21 135:6,14  
 135:20 136:15  
**know** 14:7 18:5,9,20,21  
 20:7 23:2,13,22 24:4  
 24:5,8 25:2 28:3,9  
 29:9 31:10 36:22  
 37:15,21 39:17 40:2  
 42:4 44:1,5 45:3,5  
 46:1 49:12 51:9 54:16  
 56:16 57:9,11 58:6  
 59:17,18,20 67:16  
 68:5,5 74:11,14,17  
 75:2,9 78:20 80:9  
 83:1 87:22 94:2,16,21  
 94:22 95:8 96:22  
 99:12,21 102:4  
 103:22 104:11,14  
 109:16 118:9,13,19  
 118:21,22,22 121:20  
 122:4 125:2 129:12  
 129:14 130:6 132:10  
 132:22

**knowledge** 25:7 39:7  
 73:17 83:19  
**knowledgeable** 43:2  
 44:17  
**known** 102:11,12

---

**L**


---

**lack** 4:3  
**lady** 68:7  
**Landover** 74:17  
**language** 89:4 119:6  
**Lanier** 4:8,10  
**Laosebikan** 6:13,13  
 26:21 27:4,4,8,17,20  
 28:14,20 29:1,5,15,20  
 30:2,7,10 31:6,9,13  
 31:16,19 32:4,7,13,16  
 32:20 33:2,7,13,18,22  
 34:2,19 35:1,5,11,14  
 35:22 36:12,16,19  
 37:18 38:5,9 43:3,7  
 43:12,16 45:8,16 46:3

46:6 47:4,13 48:5,21  
 49:7,10,21 50:15 51:6  
 51:20 52:3,7,12,21  
 53:2,9,18 54:2 56:21  
 57:2,22 58:5 59:13,21  
 60:3,7,16 61:3,7,12  
 61:15 62:1,6,13,16  
 63:1,6,9,13,19 64:20  
 65:2,8,16,18,21 66:2  
 66:5,9,12,15,19,22  
 67:4,7,11,15 68:1  
 69:8,20,22 83:15  
 95:21 96:2,7,12,16,19  
 97:3,6,9,13,17,20

**large** 35:17 36:13  
**larger** 45:12 87:18  
**lastly** 90:3,4

**late** 71:7 82:18 100:5

**law** 11:16 70:2 80:5  
 89:7,7 103:21

**laws** 8:1 69:4 70:5

**lawyer** 74:18,18

**lead** 62:20 63:2,2,22  
**leading** 36:7 37:2,20

39:10,11,12 64:6,11  
 64:15

**leads** 35:18,20 39:8  
 63:16

**leave** 26:9 102:21 119:5  
 133:4 135:16

**left** 2:9 103:4 105:17,17  
 129:19

**leg** 3:18

**legal** 3:6 60:13 108:18

**legally** 47:11 62:11

**let's** 21:1 22:13 23:6,17  
 24:3,8,12 26:3 51:18

58:3 117:17 124:8  
 132:20 133:15

**letter** 4:11

**level** 32:21 33:1,3,3,5,9  
 33:9,11,11 44:10 45:2

63:20,21 64:1 65:3,4

**levels** 46:9

**license** 1:8 4:13,14  
 102:2

**licensed** 31:15 101:22

**licensee** 7:1,16,18 8:21  
 9:18 10:1,7,11,17

11:3,13,16,21 12:9,10  
 12:18 13:7,18 14:3,13

42:10 76:14 77:14

83:12 92:19 112:7,11

112:13,19 113:5,15

114:1,6 115:8 116:3

120:13 121:3

**licensee's** 7:1 8:21 9:7  
 11:9 76:19

**life** 100:11 102:10

**lighters** 60:20

**lighting** 43:22 44:2

**limited** 115:22 123:20

**limits** 61:9

**list** 12:11,14 24:4 51:2

51:22 52:5,7,16 54:8

72:16,18 85:5,12,14

86:19 113:6,8 114:1,7

114:19 115:8,10

**listed** 12:13 86:2 114:4

126:13

**listen** 41:15

**lists** 89:7

**literally** 103:13,20

**little** 20:2 41:20 44:6

94:7 95:15 109:15

110:12 129:18

**live** 47:11 88:2 96:9

98:15,19 105:3,8,10

117:18 121:13 124:4

126:9,10,14 127:2

128:4

**located** 3:13 65:1,2,3

**location** 8:17,18 16:6

16:11 18:8,10 68:4

86:8

**log** 8:22 9:4 11:16 12:5

22:14 49:14 98:20

**logistics** 129:4

**long** 29:12,22 132:8

**longer** 56:11 106:2

**look** 39:22

**looked** 60:18 103:10

**looking** 18:1 40:7 42:9

62:7 69:9 70:2 83:7,8

122:14 130:19

**lost** 83:19

**lot** 43:6 75:7 77:4 92:6

94:16 100:21

**lots** 99:17,18 100:14

**Lounge** 1:7 3:12 108:20

**Luft** 1:6,6 3:11 108:19

136:1

**lunch** 97:12 122:16

128:15 132:10 133:7

134:7

---

**M**


---

**Madam** 70:21 107:4

117:9 125:21

**main** 35:12 45:8 63:9

63:11,14 72:13

103:14

**maintain** 8:22 11:16

113:6 114:6 115:10

123:17

**maintained** 8:19 11:1

12:5,9 113:3,9  
**maintaining** 8:7 9:4  
 21:15 22:14 103:20  
**major** 58:1 133:1  
**majority** 24:13  
**making** 8:6,8 21:14,16  
 23:6 28:1,2,5 72:7  
 116:9  
**management** 8:12  
 28:12 84:2,17 85:2  
**manager** 6:14 9:19  
 14:21 23:11 26:22  
 27:20 28:10 41:2  
 42:10 56:17,19 85:18  
 87:19  
**manages** 28:22  
**managing** 28:13 41:3  
 46:1  
**mandate** 50:12  
**manner** 11:20 23:18  
**married** 98:20  
**Maryland** 102:1  
**material** 47:18  
**materials** 11:10 13:9  
 47:2 78:4  
**matter** 1:5 14:1,5  
 109:17 122:15 134:2  
 136:12,19  
**matters** 5:12 6:1 8:3  
**maximum** 104:7  
**mean** 18:12,14,19 20:1  
 20:3 22:8,13 24:3  
 29:13 31:10 32:9,18  
 33:2 35:8,10 36:12  
 46:20 47:9 48:7,22  
 50:16 51:6 58:6 59:10  
 59:17 71:21 80:4,5  
 83:17,19 89:18,19  
 91:14,19 96:22 97:21  
 98:11 104:2 118:3  
 124:10 133:1  
**means** 18:20 32:3,10  
 43:17 53:10 59:2  
 82:12 91:16  
**meant** 111:14  
**measure** 80:5,5  
**medical** 10:10,16  
 112:10 122:18 132:14  
**meet** 9:14 15:22 73:21  
 83:11  
**meeting** 1:3 3:5 73:14  
 73:20 91:12,15  
 108:17 109:13  
**meetings** 3:1,4 29:6  
 58:7 108:16,21 109:2  
 109:15  
**meets** 80:4  
**melee** 23:3

**Member** 1:19,20,20,21  
 15:14 16:19 17:1,4,7  
 17:11,14,17,19,20  
 18:3 19:5 20:5 26:16  
 26:20 27:2,5,9,12,15  
 27:18 28:8,18,21 29:3  
 29:12,17,22 30:5,9,11  
 31:7,10,14,17 32:2,5  
 32:8,9,14,17,22 33:4  
 33:10,15,19 34:1,3,8  
 34:11,21 35:3,7,13,20  
 36:3,14,17,22 37:19  
 38:7,10,16,22 39:4,6  
 40:13,16,17,21 41:7  
 41:14,16,19 42:13,17  
 42:20,22 43:5,9,13,21  
 45:14,18 46:4,19 47:5  
 48:2,11,13,14,15,19  
 49:5,9,15 50:11,20  
 51:17,21 52:5,10,14  
 53:1,7,10,19 54:3,12  
 55:12 56:1,10,15,17  
 56:18,22 57:14 58:1  
 58:11,12,14,17 59:4,7  
 59:16 60:1,5,9,22  
 61:4,8,13,16,22 62:2  
 62:7,14,17 63:4,7,12  
 63:17 64:2,8,12,16,22  
 65:5,10,13,17 66:1,3  
 66:7,11,14,17,20 67:2  
 67:6,8,12,21 68:10,15  
 68:20,22 69:2,6,14,21  
 70:1,21 71:5,10,16,19  
 72:1,4,6,11,19 73:2,4  
 73:8,19 74:2,6,11,20  
 75:1,4,9 76:2,6,11,21  
 77:6,12,18,22 78:7,10  
 79:3,7,11,15,19 80:2  
 80:11,15 81:2,8,12,15  
 81:20,22 82:6,10  
 83:13,16,21 84:5,11  
 84:14,19,22 85:2,4,7  
 85:11,21 86:6,11,18  
 86:22 87:3,11,15 88:9  
 89:3,13,16,18 90:1,2  
 90:7,10,12,17 91:13  
 91:15,16,19 92:1,4,12  
 92:15,18,22 93:3,10  
 93:13,16,20 94:6,11  
 94:15 95:14 96:1,4,8  
 96:14,17,21 97:4,7,11  
 97:14,18 98:1,5,9,16  
 99:3,8,16,22 100:3,14  
 100:18 101:1,4  
 103:15,17 106:15,17  
 106:18,20 107:4,7,10  
 107:14,19 108:1,3,6,9  
 109:5 111:17,22

113:12 114:15,18  
 115:2,5,12,16,19  
 117:8,11 118:1,11  
 120:1,4,7 125:20  
 126:1,5,7,15,17,21  
 127:2,4 128:3,7,10  
 129:21 130:1,6,10,11  
 130:13,15,20 131:1,3  
 131:5,6,20 132:1,3  
 133:15 136:3  
**members** 2:10 13:13  
 15:17 90:20 126:13  
**mention** 40:2  
**mentioned** 17:18 78:20  
 86:19  
**menu** 97:15,19,22  
**met** 1:15  
**metal** 64:14,14  
**methods** 10:5  
**mic** 55:11,13  
**microphone** 48:20  
 54:19 117:4 118:8  
 119:2,18 123:4 126:4  
 127:13,21 131:19  
 132:6,11 133:16  
 134:15  
**microwave** 99:1  
**middle** 56:16  
**Miller** 1:16,19 2:3,7 6:5  
 6:8,12,15 14:6 15:12  
 16:9,17,19,21 17:3,6  
 18:2,5,18 19:4,13,22  
 20:16 24:14 25:1,4  
 26:13 39:2,5 42:8,15  
 42:18,21 54:20 55:2,8  
 55:16 58:15 61:21  
 70:16 80:20 81:1,3,6  
 92:5,11,14,17 94:12  
 94:16 95:5,12 101:8  
 101:13,15,18 102:6  
 102:12,15,21 103:2,6  
 104:1,9,12,18,20  
 105:1,6,19,22 106:22  
 107:6,8,15,18,21  
 108:5,8,10 109:6,10  
 109:20 111:17,20  
 112:2,17 113:13,19  
 114:12,17,22 115:4,6  
 115:14,18,21 116:12  
 116:21 117:5,10,20  
 118:9,12 119:7,11,19  
 120:3,6,12,19 121:17  
 122:5,20 123:5,10,14  
 123:16,22 124:7,13  
 124:21 125:4,10,13  
 125:19,22 126:19  
 127:6,14,22 128:2,8  
 128:11,21 129:3,7,22

130:4,17,22 131:14  
 131:18 132:7,16,19  
 132:22 133:6,17,20  
 134:5,14,20 135:5,7  
 135:13,17,21 136:4,8  
 136:16  
**mind** 33:8 72:17 89:17  
**minimum** 87:10  
**minus** 37:5  
**minute** 123:11 136:10  
**minutes** 77:10 91:2  
**miscommunication**  
 41:17  
**missed** 42:3,13 43:1  
 57:18 71:6  
**mistake** 62:15  
**misunderstanding**  
 41:11  
**mixup** 68:3  
**modified** 128:13  
**modifier** 112:2  
**mom** 55:15 71:13  
**moment** 65:17 73:17  
**Monday** 68:13  
**month** 51:22,22 52:3  
**months** 30:6  
**morning** 2:3 26:16  
 51:12 55:7,14 61:22  
 62:1,10 109:22  
**motion** 109:7,8,11  
 136:5,9  
**move** 55:12 108:16  
 112:6 135:22  
**MPD** 4:4 8:7,9 9:6 10:13  
 10:20,21 11:17 12:17  
 21:8,15,17,17 22:3  
 23:8,9 24:6 42:6,16  
 75:19 103:15,19,22  
 105:14 112:22 113:1  
**MSN** 93:7  
**Murray** 5:20 6:10 73:11  
 74:16  
**music** 124:4

---

**N**


---

**N.W** 1:15 3:13  
**name** 2:7 26:17 27:3,6  
 27:11 41:1 52:6 55:6  
 55:14 71:8,9 73:4  
 74:12,14,16,17,19  
 75:2 93:7  
**names** 11:22 49:3,6,13  
 52:8 84:15  
**napkin** 43:19  
**nature** 29:8 71:19 95:16  
 123:21  
**NE** 1:7  
**near** 134:14

**necessarily** 12:6 18:9  
21:3 35:17 42:16  
51:11 53:16 57:10  
97:20 118:14  
**necessary** 9:21 10:13  
20:11 25:16 26:6 40:4  
46:22 73:22 82:4  
106:16 116:18  
**necessitate** 91:8  
**need** 22:19 24:11 30:21  
34:13 37:1,3 39:13  
55:4 60:10 84:15  
89:14 94:21 95:8  
103:9 104:5 118:5  
119:16 121:21 124:10  
129:11,13 130:13  
**needed** 24:9 29:7  
**needless** 25:11  
**needs** 10:15 24:4 39:16  
40:2 83:10 95:10  
129:2 132:15  
**never** 33:20 95:8  
**new** 12:7 47:14 49:11  
50:5 53:5,11 67:19  
69:9,10,15 70:3 82:1  
88:22 104:16 120:17  
122:3  
**Nick** 1:19 2:8  
**night** 20:21 23:11,16,20  
46:18 51:15 87:13,14  
88:15 98:2,3 99:4,10  
99:10 100:5,11 104:8  
104:22 111:9,14,21  
112:3 124:9,15,16  
125:6,14 126:2  
**nightlife** 27:22  
**nights** 13:19 87:8 95:20  
96:14,15 97:1,3 125:5  
**nine** 11:13  
**nitpick** 20:12  
**nodding** 130:12  
**noises** 2:18  
**non-accessible** 33:20  
**normal** 45:12 51:8  
68:17 87:18  
**normally** 29:20 36:8  
**note** 15:13,21 24:12  
60:9,11 77:12 99:18  
**noted** 71:1,2 75:11  
88:14 90:13  
**notice** 5:8 90:13 109:12  
120:17  
**notify** 120:13  
**notifying** 9:6  
**notwithstanding** 14:16  
122:14  
**number** 3:14 5:10 7:17  
8:13 9:10,11,18 11:13

11:18 13:17,22 15:21  
16:12,18 21:13 42:9  
48:21 62:9,10 92:18  
94:7,8 108:19 110:9  
112:6,7,17 113:13,16  
113:19,22 114:12,16  
115:3,5,21 119:4,13  
119:20 120:2,9,20  
127:15 128:2 136:2  
**numbers** 125:11 127:16  
**nurse** 93:7,8

---

**O**

---

**OAG** 7:18 77:14 130:11  
**object** 3:18 38:18  
**objection** 89:21 113:18  
114:10  
**objections** 39:11  
**objective** 26:3 40:11  
91:10  
**oblivious** 57:17  
**observe** 40:3  
**obtain** 3:6 73:21  
**obvious** 60:19  
**obviously** 23:14 40:19  
85:4 92:6  
**occupancy** 34:5,7,9  
38:21 62:8,12  
**occur** 9:1  
**occurred** 3:16 6:22  
20:22 24:17  
**occurs** 91:7  
**October** 30:4,7 67:9  
**offer** 6:18 7:5,6,8,14,15  
11:8 14:11,22 20:18  
24:16 70:17 76:3,18  
82:19 95:19 109:2,21  
110:8,17 118:5 123:2  
127:5 134:12,18  
136:1  
**offering** 88:11  
**office** 4:18 6:4 14:1  
61:18 66:18 74:17  
**officer** 4:1 124:11  
**officers** 3:21 87:10 94:5  
102:5  
**offices** 32:8,15,20  
33:12  
**Official** 4:10,16,21 8:2  
108:15,20  
**oh** 6:7 23:3 30:20 35:5  
69:22 92:3 112:2  
116:11 131:18  
**OIC** 42:1,9 48:18 50:10  
54:11 57:13 60:10  
70:3 71:1,2 75:7,11  
78:13 80:6 88:14,17  
90:14 128:17 129:10

129:14,16 134:7,10  
**OIC's** 49:2  
**OICs** 128:18  
**OIG's** 61:17  
**okay** 2:3 6:8,12,15 14:6  
15:12 16:9 18:2,18  
19:4,13,22 20:3,16  
21:1 23:4 24:14 25:1  
25:4 26:13 27:5,9,12  
27:18 28:8,18 29:22  
30:5,11,11,19 33:4,10  
33:19 34:1,11 36:3  
37:17,18 38:10,12  
39:3 41:7 42:13,14,21  
43:5,9,13 51:9,12  
52:14 55:16 56:1,10  
56:15 58:1,11 60:9  
61:13,17,18,19 62:17  
63:7 64:8,16,22 66:11  
67:8 68:10,15 69:14  
70:16,16 71:5 72:1,6  
72:11,19 73:4,19 74:2  
74:11,20 75:1 76:2  
77:6,12 79:7 81:6,22  
82:6,14 83:13 84:11  
84:14,19 85:4,21 92:1  
92:4,11,17 94:11,12  
95:12 96:5 97:1,1,6  
97:11,14 98:5,9 99:3  
99:16 100:18 101:4,8  
102:21 103:6 104:9  
104:12,12,18,20  
105:1,19 107:1,18  
108:5,8,8,10 109:10  
109:20 111:15 112:4  
112:17 113:13,19  
114:12 115:12,16,18  
115:21 116:11,12,21  
117:20 118:13 119:7  
119:11,17,19 120:3  
120:11,12,18,19  
121:17 122:10,20  
123:5,10,14,16,22  
125:4,10,19 127:6,22  
128:5,8,10,11,13  
129:7 130:22 131:14  
132:4,7,10,19,22  
133:5,6,9,17,20 134:1  
134:5,20 135:5,7,13  
135:21 136:9,16  
**old** 56:4 102:19  
**once** 75:14 80:7  
**one-day** 83:2  
**one-week** 120:16  
**ones** 24:18 128:13  
**ongoing** 78:18 80:8,10  
80:12,12,14,21  
**online** 13:15 80:21

**open** 3:1,2,4 14:18  
26:14 40:14 42:2 48:9  
51:8 60:5 62:4 67:13  
83:5 87:22 89:12,14  
89:15,19 95:20 97:2,8  
97:12 99:15 108:16  
108:21 109:1,15  
119:17 120:9  
**opened** 30:3 60:17 98:7  
99:14  
**opening** 5:17,19,21  
7:21 9:17 13:7,9 15:2  
25:9  
**opens** 119:22  
**operate** 9:20 14:18  
42:12 102:2  
**operating** 42:5 68:17  
69:2 70:12 98:13,22  
**operation** 7:2 31:4  
**operational** 8:10,15  
**operations** 4:22 57:20  
71:11 85:16  
**opinion** 19:12  
**opportunities** 88:18  
**opportunity** 25:13  
54:16 124:14  
**opposed** 107:11 108:4  
136:8  
**optic** 54:6  
**options** 72:13  
**order** 12:22 14:18 21:3  
50:20 60:12 98:2  
103:21 111:5 119:15  
128:16 129:15 130:4  
130:8 132:8 134:9,11  
134:21,22 135:10,22  
**ordinary** 121:13  
**organization** 85:13  
**original** 72:20  
**originally** 46:7  
**outcome** 109:16  
**outside** 10:10,14 18:16  
37:2 48:16 63:2,3,22  
64:5,7 103:19,20  
112:10  
**overall** 28:5  
**oversight** 61:1,18 98:19  
**overview** 98:21  
**owner** 14:20 21:19,19  
22:1 24:19 40:10  
74:15 85:18 128:20  
134:19  
**ownership** 8:7 21:15  
22:3  
**owns** 55:15 71:13

---

**P**

---

**P-R-O-C-E-E-D-I-N-G-S**

2:1  
**p.m** 13:20 60:4,6 87:9  
 100:10 109:19 111:10  
 111:14,21 112:3  
 134:3,4 136:13,14,20  
**page** 30:17  
**pagers** 2:20  
**pages** 77:5  
**paper** 88:5  
**paragraph** 70:4 116:7  
**Pardon** 96:1  
**parse** 59:10  
**part** 31:19 50:16 54:11  
 60:10 68:8,9,14 78:17  
 80:16 88:14,16 90:3  
 93:16 105:13 115:16  
 116:15 118:10  
**particular** 50:3,4 51:10  
 57:6 109:2 122:17  
**particularly** 23:20  
**parties** 5:5 6:1,17  
 100:15,19 110:1  
 130:13 131:2,8  
**party** 45:11 100:8,9  
 121:16  
**passed** 109:11  
**passes** 136:9  
**patron** 3:17,22 9:7 10:9  
 10:15 24:2 33:17  
 112:9  
**patrons** 3:17,19 10:6  
 11:20 23:19 25:19  
 33:15 34:10 35:15  
 36:2,9,10 92:20  
 127:11  
**Paul** 55:6,15 71:9,10,20  
 73:16  
**pause** 58:12,18 61:19  
**pay** 82:13,14  
**paying** 95:3  
**payroll** 12:2  
**penny** 40:10  
**people** 37:11 45:7,11  
 46:10,14 49:1,11 52:8  
 53:4 54:6 56:8 62:10  
 73:12 100:12,21  
 101:16 103:11,13,19  
 103:20 104:7,22  
 117:3 124:18,18  
 125:7,9,12,13,15,18  
**percent** 48:17  
**perfect** 25:14  
**period** 51:4  
**periphery** 22:9  
**permission** 23:12 70:13  
**permit** 34:9  
**permits** 34:10  
**permitted** 16:8

**person** 13:14 23:15  
 27:16 42:18 45:10  
 49:16 51:9 52:6 53:17  
 79:8 85:17 103:14  
 117:6  
**personal** 19:11 122:18  
 129:1  
**personally** 39:16  
**personnel** 10:3 11:6,18  
 12:1,5,11,20 13:1  
 24:4,11 76:17 83:11  
 84:8 103:9 114:2,7,8  
 114:14,20 115:9,11  
 116:1,5,6,7,9,10,18  
 119:4  
**persons** 127:12  
**perspective** 110:18  
**phone** 91:3 98:14,21  
 133:12  
**phones** 2:20 133:8  
**physical** 44:4 64:18,20  
 65:9  
**physically** 31:12,13  
 65:14 111:8  
**pick** 58:13  
**place** 28:11 30:6 74:4,8  
 80:10  
**plan** 7:17,19,21 8:2,12  
 8:18,21 9:2,10,14  
 10:2 11:10 12:21  
 14:15,15 16:16 21:10  
 40:19 46:21 47:17  
 49:11 70:4,6 76:7,7  
 76:20,21,22 77:1,7,13  
 77:18,19 78:2,7 79:4  
 79:13 81:17 82:7 86:1  
 86:1,9 90:6,8,16,18  
 92:7,9 94:1,4 106:14  
 110:6 132:1  
**planned** 51:21  
**play** 22:12 113:7  
**playing** 16:2  
**plays** 85:16  
**please** 2:15,20 7:11  
 65:20 68:20  
**poem** 124:20 125:1  
**poetry** 124:11,12,19,19  
 126:20  
**point** 18:14 19:11 40:9  
 41:21 89:14 110:16  
 120:4 122:11 128:1,2  
 130:7  
**police** 1:10 4:1,8 23:1  
 62:3 124:10  
**pool** 52:19  
**posing** 110:19  
**position** 17:8 114:20  
 121:20

**possible** 15:2 25:14  
 31:2 44:14,15,17 83:6  
 83:9 91:11  
**post** 86:4  
**posting** 86:3  
**potential** 51:3 75:16,18  
**pound** 40:11  
**power** 50:1  
**practical** 122:14  
**practicing** 102:4  
**Pratt** 93:7  
**prefer** 121:14  
**premises** 8:19 12:12  
 14:21 114:3  
**prepared** 15:7 20:15  
 82:3,14 83:5 133:7  
**present** 1:18 5:1 6:19  
 42:2 77:9 110:2,2  
 131:8  
**presented** 7:9 109:3,22  
**presenting** 121:18  
**presents** 7:2  
**preservation** 21:5  
**preserving** 8:5 21:11  
**presiding** 1:16  
**presumably** 39:14  
**pretty** 27:21 46:13 47:3  
 57:3 58:1 78:18  
**prevent** 24:18  
**previous** 102:19  
**previously** 135:3  
**price** 95:3  
**primarily** 121:5  
**principle** 117:22  
**printed** 117:19  
**prior** 7:20 9:16 11:11  
 13:7,8 16:7 25:8  
 51:14,15 53:14 57:11  
 57:17 58:3  
**private** 100:7  
**probably** 20:1 35:22  
 129:5  
**problem** 22:3 36:20  
 41:18 88:9 97:6 105:7  
 112:15 113:11 133:3  
**problems** 20:22 24:17  
 36:5,18 69:17 110:4  
**procedural** 6:1 122:11  
**procedurally** 128:14  
**procedure** 8:4,6 21:11  
 21:14 123:7  
**procedures** 9:3 10:2  
 12:20 81:18  
**proceed** 15:1 26:4  
**proceeding** 3:9 7:11  
 109:13  
**proceedings** 2:15,22  
**process** 9:5 74:5

104:19 110:11  
**produce** 22:22  
**produced** 11:11 12:3  
**professionals** 20:14  
**proficient** 43:4,8  
**program** 25:10 26:7  
 47:16  
**promised** 45:2 75:7  
**promising** 54:11  
**pronounce** 27:6,13  
**proper** 20:14  
**proposal** 127:5 128:4  
**proposed** 7:12  
**proposing** 121:21  
 131:10  
**protocol** 9:7 90:3,4,11  
 92:8  
**prove** 79:21  
**provide** 10:7,11 42:16  
 43:15 50:22 51:2 59:5  
 78:4 83:9 85:12,14  
 91:10 92:19 93:14,17  
 93:18 96:5 97:15  
 112:7,11,14  
**provided** 13:3  
**providing** 51:3 52:1  
 53:16,17 56:12 85:5  
 94:17 112:18  
**provision** 135:2  
**provisions** 20:20,20  
 21:9  
**public** 3:2,3,5 5:2,15  
 7:3 33:21 34:18 38:3  
 62:21 63:5,5,16  
 116:18  
**publicly** 34:15,16 37:4  
**purchase** 9:8 59:1,8  
 111:6  
**purpose** 4:20 17:14  
 26:2 108:18  
**purposes** 24:6 56:11  
 81:16  
**purses** 60:17 61:6  
**pursuant** 4:9 108:20  
 109:14  
**purview** 53:14  
**put** 60:11 63:4 68:11  
 95:17 116:17 121:15  
 121:20 125:10  
**putting** 128:4

---

**Q**


---

**qualifications** 83:11  
 112:12  
**quality** 9:12 15:22 16:7  
 16:14 43:14,15  
**quantify** 32:3  
**quarterly** 67:17,20 68:5

**question** 17:8,21,22  
18:4 20:17,21 54:1  
55:21 57:3 58:22  
72:20 88:16 99:15  
108:4 122:11 124:6  
125:20 129:8  
**questions** 14:9 15:16  
15:17 17:2,11 20:6  
26:15 30:12 40:6  
58:13,18 61:20 70:18  
95:15 101:6,9 106:8  
**quick** 107:5  
**quickly** 15:2 21:7 83:6  
88:6  
**quite** 44:17 56:22 80:3  
90:4  
**quorum** 2:11

---

**R**

---

**range** 9:11 16:13,18  
**ranks** 103:22  
**RDO** 87:1,4 88:13 89:14  
89:18 121:7,10  
123:14 124:17 125:16  
127:17  
**reach** 133:8  
**reached** 6:18 21:21  
123:1  
**read** 7:6 15:20,20 20:18  
76:4,12 122:13  
124:19,22 129:11  
134:11  
**readily** 122:12  
**reading** 126:20  
**ready** 77:2 106:19,20  
132:9  
**real** 106:21 107:4  
118:15  
**realize** 82:16  
**realized** 23:3  
**really** 15:18 31:21,22  
32:1,2,3,5 33:12  
94:19 96:9 130:8  
**realm** 14:19  
**rear** 63:8  
**reason** 41:16 108:22  
**receive** 13:1 116:7  
**receiving** 93:4  
**reception** 2:13  
**recess** 109:12  
**recommend** 19:7 72:17  
**recommended** 73:15  
80:17 81:4  
**recommending** 40:12  
111:1  
**record** 7:7 15:20 20:19  
39:1 55:3,5 69:18  
109:18,21 117:7

121:20 129:6 134:3,6  
136:13,20  
**recorded** 2:16  
**recordings** 10:18 23:7  
112:18,20  
**records** 86:13  
**redacted** 86:15  
**Reeves** 1:15  
**refer** 87:1  
**reference** 46:8 47:14  
50:8 53:4 57:5,11,12  
58:8 59:15 67:15,19  
**referenced** 92:7  
**referring** 76:22  
**referred** 14:1 87:19  
89:6  
**referring** 121:11  
**refers** 116:3  
**reflecting** 113:20  
**reflects** 129:13  
**refrain** 2:17  
**refresher** 13:2 81:20  
**regarding** 4:2 6:21 21:2  
**regards** 28:8  
**registered** 93:6,8  
**regs** 98:7  
**regular** 24:2 55:21  
100:1  
**regularly** 9:8 59:1,2,9  
59:10,16 111:7,14,18  
**regulation** 50:6  
**regulations** 14:17 50:4  
121:9 122:1 124:4  
126:20  
**reimbursable** 13:19  
88:4 103:12 120:20  
**reject** 7:14  
**related** 5:6 58:2 70:18  
78:13 87:4  
**relationship** 71:20  
**relax** 100:11  
**rely** 20:13 41:5  
**remain** 8:15 50:18,21  
**remember** 21:4  
**remiss** 71:6  
**reopen** 16:8  
**report** 5:9 25:6 40:4  
80:18 81:5 84:7  
**reporter** 2:16 55:10  
**representation** 119:13  
**represented** 5:18 129:8  
**reputation** 26:4 41:5  
**request** 10:19,22 12:16  
23:8 42:6 112:21  
113:2,8 135:14  
**requested** 4:15  
**requesting** 23:10  
**requests** 10:16

**require** 26:7 82:11  
130:8  
**required** 13:6 25:13  
82:1  
**requirement** 122:7  
**requirements** 8:1 70:6  
73:22 87:5  
**requires** 3:1  
**requiring** 113:21  
**rescinded** 67:18  
**researched** 25:17  
**resetting** 91:9  
**resolution** 7:4 14:4  
**respect** 16:18 25:6  
30:15,17 60:15  
110:18 111:5 119:13  
119:20  
**respective** 4:19  
**responded** 88:6  
**Respondent** 4:15,19  
5:1  
**Respondents** 5:20  
**response** 76:1  
**responsible** 53:15  
57:19 110:4  
**rest** 39:19 116:6 123:8  
**restaurant** 1:6 3:12  
25:9,18 27:22 28:1,6  
41:3 55:15 98:22  
108:19  
**restaurants** 99:19  
**restrooms** 37:1,1,2  
**resubmitted** 12:6  
**result** 4:7 23:9,19  
**resumed** 109:18 134:3  
136:13  
**Ret** 1:9  
**Retailers** 3:12  
**retrain** 47:14  
**return** 109:15  
**reveal** 8:15  
**review** 10:19 11:12 16:3  
16:6 19:1 23:8 25:13  
92:2 112:21 122:15  
130:9,14,17 131:22  
**reviewed** 7:20 8:11  
14:11 131:2 134:18  
**reviews** 70:19  
**revised** 8:12 12:21  
**revisit** 119:10  
**revocation** 4:12  
**rhyme** 125:1  
**right** 2:8 6:15 17:6,17  
17:19 19:12,20,20  
26:14 28:20 30:14  
31:3 34:3,11 35:13  
38:19 39:4,6,7,12  
40:6,20,21 41:14,19

41:20,22 43:9 44:7,10  
44:22 45:1 46:2,21  
47:4 48:4 53:8 55:22  
58:15 59:21 62:7,17  
67:5 69:1 70:14,15,16  
72:11 74:2 75:4 76:6  
77:2,7,10 79:19 86:6  
86:10 87:16 88:13  
90:10 91:4 92:9 95:13  
95:17,21 96:2,22  
97:18 98:16 100:3  
101:4 104:18 107:14  
108:8,10 115:17,18  
120:6 124:21 126:21  
127:4,6 128:7,21  
129:3 130:16 131:18  
132:2 135:8,13  
**RODRIGUEZ** 1:20  
**role** 12:13 71:11 85:15  
114:4  
**rooftop** 31:11 33:8  
**room** 1:15 2:18 38:11  
109:14 110:14 111:12  
**roster** 104:15  
**routine** 58:7  
**routinely** 29:14,17  
**rule** 53:11 75:20  
**rules** 14:17  
**rumors** 117:11  
**run** 54:18 59:17  
**running** 28:4  
**runs** 29:11  
**rushed** 80:3,4  
**Ruthanne** 1:16,19 2:7

---

**S**

---

**safety** 5:2,14 7:3  
**sample** 16:3  
**Saturday** 13:19 56:6  
68:13 72:15 73:14  
76:10,11 77:20 78:5  
81:10 82:2 84:1,12  
87:8,14,15 88:15  
95:22 96:3,5,16,17,20  
98:2 99:7,8,10 100:6  
101:11 107:16,20  
108:2 120:22 121:6,6  
124:16 125:6,14  
127:17  
**saw** 23:2  
**saying** 18:6 20:12 33:5  
36:13 51:18 53:5,8  
76:7 118:3 123:19  
124:10  
**says** 16:12 17:4 30:20  
70:4 111:6 112:7,19  
113:22,22 115:12  
**scaled** 99:13

**scenarios** 46:9,13  
**scene** 4:5 8:5 21:6,7,12  
 78:22 118:13  
**schedule** 51:7 80:16  
 122:18  
**scheduled** 93:9  
**scope** 26:5 75:5 78:17  
**scratch** 41:5  
**seamlessly** 28:7  
**search** 61:2,5,11 75:19  
 79:2 111:9  
**searching** 59:15 60:15  
 61:9  
**season** 99:12  
**second** 22:8 31:7,21  
 37:20 38:2,4,5 39:20  
 39:21 47:6 63:21  
 64:13 65:4,7,9,11  
 66:6,13 109:4,5 129:4  
 136:2,3  
**seconded** 109:6,8  
 136:4  
**secretarial** 123:9  
**Section** 3:3 4:10,16,22  
 17:15 21:13 70:3  
 108:16,20 109:1  
**secure** 78:22  
**security** 7:17,19,21 8:1  
 8:12,21 9:2,9,10,14  
 9:15 10:2,3 11:4,5,6,9  
 11:18,20 12:1,11,15  
 12:19,21 13:1,2,3,4,5  
 13:10,12,13 16:15  
 21:10 23:18,22,22  
 24:4,11 28:9,11,12,13  
 28:15,16,19,22 29:10  
 29:14,18 31:20 32:20  
 33:11 44:21 45:6,14  
 45:21 46:20,21 47:8  
 47:20 48:4 49:14,16  
 49:17,22 50:8,22 51:4  
 52:1,9 53:4,12,20,21  
 55:18 56:6,7,12,12  
 57:5,16,21 58:2,19  
 59:1,9 66:18 70:4,6  
 72:21,22 74:4,8 76:15  
 76:16,16,20,21,22  
 77:1,6,13,18,19 78:1  
 78:2,7 79:4,8,13  
 81:17 82:7 83:15,16  
 84:2,8,18,22 85:17  
 86:1,1,2,4,4,7,9 90:6  
 90:7,18 92:7,8 94:1,5  
 95:9 101:10,19,22  
 102:2,5,18,22 103:4,8  
 103:14,21 104:4  
 106:13 111:7 113:14  
 113:14,17,22 114:1,7

114:8,14 115:8 116:1  
 116:5,7,10 118:14  
 120:15  
**see** 21:1 22:7,9,13 23:6  
 23:17 24:3,8,12 39:18  
 42:1 43:17 44:5,8,11  
 72:13,14 80:7,12 83:6  
 98:21 105:8 106:21  
 116:19 117:18 118:6  
 119:8 131:11 132:7  
 133:3,20  
**seeing** 24:12  
**seeking** 4:12 108:18  
**seen** 44:14 79:3 133:13  
**sell** 99:20  
**send** 88:6 91:4  
**sending** 67:19  
**sense** 76:1  
**sent** 79:5  
**separate** 64:10  
**serious** 3:15  
**serve** 99:9  
**service** 53:16 99:5  
**services** 10:10 56:13  
 112:10  
**serving** 69:13  
**session** 70:20 106:4  
 107:3 108:12 110:15  
 121:2  
**set** 14:19 15:8,10 46:8  
 92:8 110:6 122:15  
 133:15  
**settle** 31:2,2  
**settlement** 3:7  
**seven** 10:17 52:4  
**she'll** 93:13  
**sheet** 79:21  
**shirts** 24:1  
**short** 1:21 2:9 44:5  
 61:21,22 62:2,7,14,17  
 63:4,7,12,17 64:2,8  
 64:12,16,22 65:5,10  
 65:13 66:1,3,7,11,14  
 66:17,20 67:2,6,8,12  
 67:21 68:10,15,20,22  
 69:2,6,14,21 70:1  
 82:15 83:13 92:15,17  
 92:18,22 93:3,10,13  
 93:16,20 94:6,11  
 103:15,17 109:5,6  
 117:8,11 125:20  
 126:1,5,7,15 127:2  
 131:1 136:3,4  
**shortcuts** 83:7  
**show** 14:2 22:21 72:18  
**showed** 105:16  
**showing** 18:20 37:11  
 47:19 53:14

**shows** 53:12  
**sides** 131:11  
**sidewalk** 37:9  
**sign** 36:13 129:14  
 135:1,18 136:10  
**sign-in** 79:21  
**Sign-sheet** 85:9  
**signed** 128:18 135:15  
**signs** 36:15  
**simple** 108:3  
**single** 12:7,7 49:16  
**singular** 25:20 29:18  
**sir** 27:8,17 29:16 54:20  
 55:10  
**sit** 55:4 83:18,18  
**sit-down** 98:10  
**site** 19:1 50:2  
**situation** 6:19 23:1  
 26:11 51:8 118:21  
 131:12  
**situations** 10:12 69:19  
**six** 10:11 30:6  
**sixteen** 13:22  
**slashed** 3:18  
**small** 119:4  
**smaller** 35:18  
**smoothly** 28:4 29:11  
**somebody** 12:8 40:18  
 72:14,17 75:17 78:22  
 79:22 83:1 103:7  
 104:5,13,15,16  
**soon** 91:3  
**sorry** 6:7 16:17 29:15  
 30:7,10 32:13 45:17  
 55:10 58:12 59:21  
 71:5 72:19 80:20  
 83:21 87:12 97:5  
 115:19 118:11  
**sort** 17:21 27:18 28:12  
 44:10,22 63:10 100:4  
**speak** 54:16,17,22 79:7  
**speaking** 19:6 40:10  
 48:15 103:15 117:6  
**special** 87:17 88:1,19  
 88:22 121:12,15,21  
 122:1,4  
**specials** 59:19  
**specific** 43:4 70:17  
 71:11 87:3 89:3 94:20  
 101:9 123:19  
**specifically** 74:12  
 88:14 90:12,14  
**specified** 9:13 16:15  
**specify** 9:11  
**spilled** 3:20  
**spoke** 74:15,16 75:14  
 115:3  
**spoken** 71:3 75:10

**spot** 17:13 18:9 19:14  
 19:18 20:3  
**spots** 8:16 17:5,9,16  
 18:14,17 30:15 39:20  
 40:3  
**staff** 8:8 11:5 13:10,13  
 21:16 28:13,22 44:19  
 46:15 53:13,20 55:21  
 56:4 57:7 60:13 76:9  
 76:16 83:15,16 84:2,3  
 84:5,10,11,14,17 85:2  
 94:3 102:19 113:14  
 113:16,17 116:14  
 128:15 132:9 134:8  
**staffing** 45:13  
**stairway** 37:20,22,22  
 37:22 39:9,18  
**stairwell** 39:11,12  
**stand** 42:14  
**standards** 46:5  
**standpoint** 28:5 47:20  
 52:9 53:13 54:5  
**start** 6:5 41:4 51:11  
 60:4,7 101:2  
**started** 46:7  
**starts** 97:9  
**state** 8:13,14  
**stated** 47:17 49:10 53:3  
**statement** 5:17,19  
 120:5  
**statements** 5:22  
**stationed** 64:19 103:11  
**statute** 89:7  
**stay** 123:8 134:14  
**step** 45:4 84:9  
**steps** 64:14,15  
**stick** 5:5  
**stipulate** 50:22  
**stocked** 66:20 67:1  
**stopped** 69:12  
**storage** 38:7  
**street** 1:7,15 3:13,20  
 23:3 37:9 63:5 99:17  
**study** 15:18  
**stuff** 46:2 115:15  
 116:14  
**submission** 91:1  
**submit** 11:21 12:10  
 13:8 47:2 49:14 86:14  
 98:17 106:20 114:1,6  
 115:8,10  
**submitted** 4:11 7:17  
 77:13  
**submitting** 82:7 91:20  
**subset** 126:22  
**substantial** 29:10  
**subtracting** 52:18  
**succinctly** 48:15

**sufficient** 19:2,10 78:4  
**suggesting** 110:12  
**Suite** 1:16  
**Sullivan** 101:21  
**summarily** 4:14  
**Summary** 1:6 3:11 5:8  
 7:4,10 14:4  
**supervising** 28:22  
 101:19,21  
**supervisor** 29:2,5 45:9  
 71:14,17 101:20  
**Suppose** 127:9  
**supposed** 69:11  
**sure** 15:17 18:15 19:14  
 26:11 27:21 28:2,3,5  
 28:10 29:10,11 30:16  
 44:19 46:14 48:14  
 50:11 59:16 60:19  
 62:3 75:21 76:3 82:14  
 86:12 87:7 90:18  
 114:17,19 125:22  
 129:11 130:1  
**surprised** 30:20  
**suspend** 4:14  
**Suspension** 1:6 3:11  
 5:8 7:5,11 14:5  
**swayed** 131:4,6  
**syllabus** 75:6  
**system** 8:10 9:15 22:5  
 22:6  
**systematic** 30:12

---

**T**


---

**t/a** 1:6  
**tables** 28:2  
**tailored** 24:16  
**take** 60:21 80:16 82:11  
 84:9 85:22 92:2 107:2  
 108:11 109:7 116:16  
**taken** 28:2 33:16  
**takes** 132:17  
**talk** 15:6 37:16 41:20,21  
 44:18 54:14,17 55:11  
 60:12 77:4 125:1  
 129:4  
**talked** 24:10 72:12  
 78:14 90:22 94:17  
 118:22 120:21 122:6  
**talking** 17:15 47:9,10  
 96:21  
**talks** 15:21 17:16 42:9  
 61:8 113:13  
**tapas** 98:11  
**team** 90:20  
**technically** 69:11  
**tell** 23:21 38:18 44:13  
 45:15  
**telling** 38:16 53:20

**ten** 11:18 101:12,13,14  
**term** 111:18  
**terminated** 12:8  
**termination** 12:15  
**terms** 7:16 40:7  
**testify** 62:14  
**testifying** 62:9  
**testimony** 4:18 25:22  
 67:6,9 69:16  
**thank** 14:6 15:12 24:14  
 25:1 26:13 27:12,15  
 39:4,5,6 48:19 64:12  
 64:16 70:15,21 86:18  
 90:1 92:4 94:11 101:6  
 101:6 107:14 112:4  
 133:19,22 134:1  
 135:20 136:15,16  
**thanks** 101:5  
**therewith** 87:6  
**thing** 54:13 72:13 98:2  
 115:3 121:15  
**things** 14:19 15:8 20:10  
 24:10 25:13 26:5,6  
 29:8 57:4 58:8 70:10  
 70:14 72:7 75:7 82:22  
 88:1 104:14 119:14  
 119:16 122:18 123:20  
**think** 17:7,20 18:1,12  
 18:19 19:5 24:13  
 26:14 32:11 34:4,13  
 37:16 39:16 41:21  
 54:13 58:21 67:18  
 69:9,12 90:2 92:12  
 93:20 104:5 110:1,2  
 110:10,16 111:3,17  
 116:15 117:16,18,21  
 118:10 120:4 121:11  
 123:18 126:7,22  
 128:3 129:5,12,13  
 130:11 132:8  
**third** 31:11,21,22 33:3,3  
 33:8,9,11 38:15,17  
 39:10,13,13,19 66:14  
 66:15,16 67:3 70:4  
**Thirteen** 12:18  
**thorough** 14:7  
**thoroughly** 60:18  
**thought** 18:6,7 19:17  
 25:16 56:2 57:17,18  
 102:18 115:2 126:16  
 127:8 132:4  
**three** 2:9,11 9:18 18:20  
 42:9 45:10 52:17 63:2  
 65:21 66:7 98:20  
**thumb** 75:20  
**Thursday** 1:13 51:19  
 52:16,20 77:22  
**time** 6:20 12:4,7 13:2

15:1 33:17 51:5 55:18  
 56:20 60:5 68:6 72:14  
 76:12 78:11 80:9  
 81:15 83:7,10,10 92:2  
 97:2,8 99:16 101:1  
 116:8 123:9 132:13  
 132:14 133:15  
**times** 8:15 9:19 42:2,11  
 94:17  
**timing** 131:12  
**tired** 105:12 131:3  
**title** 8:2 12:13 70:7  
 114:3 115:13  
**titles** 114:20  
**today** 2:5,11 3:10 4:17  
 15:5 31:3 58:4,6  
 62:15 77:22 82:21  
 136:17  
**today's** 2:12 5:4  
**told** 21:19 72:15 133:2  
**tomorrow** 93:9  
**toothache** 104:14  
**top** 31:20 37:22  
**topic** 54:15  
**topics** 77:4 78:15,20,21  
**toss** 68:14  
**total** 63:1 86:20  
**track** 82:16 91:6  
**traffic** 100:22  
**train** 13:10 56:8 72:15  
 73:6 76:8 79:12 83:1  
 93:11 95:11 113:16  
**trained** 24:11 46:5,22  
 47:5 74:1 75:12 81:13  
 81:16 83:14 84:8,12  
 101:10 102:1 103:7  
 104:15,17 112:15  
 116:19  
**trainer** 83:2 112:13  
**trainers** 15:9 72:16,18  
**training** 10:8,12 11:4,6  
 11:10 12:19 13:2,3,5  
 13:11,12,13,15 15:10  
 21:12 24:9 45:3 46:17  
 47:2,11,19 48:10,12  
 48:16 49:1,13 50:6,9  
 56:6 57:12 59:6 71:1  
 73:11 74:4,9 75:5,15  
 76:8,15,16 77:20 78:3  
 78:4,18 79:9 80:9,10  
 80:12,13,15,18,19  
 81:5,9 82:2,13 83:9  
 83:18,19,20 84:1  
 92:19 93:3 94:8,18,19  
 94:21 104:10 107:11  
 112:8,14 113:14  
 114:14 116:2,4,8  
 117:2,13,16 119:20

120:5,8,17  
**transition** 100:5,11  
 101:2  
**tried** 21:18,20  
**trouble-free** 26:12  
 40:17  
**truly** 131:2  
**try** 16:20 30:12  
**trying** 35:10 43:3 54:3  
 83:22 88:10 95:16  
 126:8 128:22  
**Tuesday** 7:19 49:2  
 77:16 82:8 91:7,11,15  
 91:21  
**tuning** 26:8  
**turned** 2:21  
**turnout** 89:1  
**tweak** 40:3  
**tweaked** 40:2  
**Twelve** 12:10  
**twice** 82:14 96:12,13  
**two** 9:10 15:5,21 19:8  
 25:9 31:4 34:4,8  
 45:10 64:20 65:8 66:2  
 66:3 82:17 87:10  
 103:11,11,13,18,19  
**type** 75:6 121:15  
 128:16  
**types** 46:16 94:21  
**typically** 99:10

---

**U**


---

**understand** 19:14  
 51:17 54:3 62:5 70:12  
 92:1 95:16  
**understanding** 59:12  
 59:14 88:10 111:10  
 116:1 122:22  
**understands** 89:20  
**understood** 57:14  
 121:17  
**uniforms** 11:19 23:17  
**unknown** 3:18  
**unreasonable** 37:16  
 122:9  
**updated** 12:14  
**updates** 81:17  
**use** 9:8 28:15 32:14,17  
 33:8 46:7 59:1,9 60:1  
 61:9 66:2,3 94:1  
 111:7 123:6  
**uses** 33:11 38:17  
**usually** 20:8 45:9,10  
 96:14 99:4  
**utilize** 33:17  
**utilized** 8:13 9:12,12  
 16:13,14  
**utilizing** 65:15

**V**

**value** 127:9  
**various** 72:12  
**venue** 28:17 35:2,12  
 63:15  
**venues** 60:21  
**verbally** 129:9 131:8  
**verify** 68:8  
**versus** 44:6 51:11  
**vetted** 50:21  
**video** 9:12 10:18,22  
 15:22 16:3,3,7,11,14  
 21:22 23:6,10,19  
 39:17 41:22 42:5  
 43:14 44:14 112:18  
 112:20 113:2,7,10  
**videos** 113:9  
**view** 9:21 37:9 40:9  
 122:12  
**violate** 11:15  
**violation** 68:12 69:3  
**violations** 25:8 26:4  
 67:13,16 69:21 70:1  
**violence** 10:18 11:1  
 23:7 112:20 113:3,10  
**violent** 8:22 10:3,14  
 22:16,17 46:12 69:20  
**vote** 106:7 107:2  
 108:11 109:7,7,11  
 129:11,15 135:9,18  
**voted** 4:13  
**voting** 88:12,13 109:9  
 129:18 130:21 136:7

**W**

**W-4s** 86:14  
**wait** 133:12 136:10  
**walks** 102:10  
**walkthrough** 9:15  
**wall** 64:10  
**wand** 9:9 59:1,9 111:7  
**wanded** 60:18  
**wanding** 61:6 111:22  
 112:4  
**wands** 59:14 60:2,4,8  
 61:10  
**want** 14:8 15:13 17:12  
 19:13 24:19 26:11  
 30:16,19 31:1,2 39:9  
 40:20 41:17 42:8  
 44:12,18,18 46:14  
 50:15 53:19,21 54:17  
 54:17 69:11,13 70:10  
 75:9 79:22 82:13 84:8  
 84:9,15 88:9 90:17  
 94:12 95:13 98:14  
 100:3,10 102:1 106:5  
 106:9,21 110:15

114:13,18 116:19  
 118:6,9 119:12 122:8  
 122:13 125:4  
**wanted** 20:17 38:20  
 62:3 69:18 105:2  
 111:5 115:10 120:13  
**wants** 54:14  
**Washington** 1:16  
**wasn't** 19:16 40:19  
 105:10 128:1  
**waters** 66:22  
**way** 20:12 23:5 48:8  
 62:21 108:1 119:6  
**ways** 17:22  
**we'll** 13:17 37:16 39:17  
 39:18 44:11 49:3,3,12  
 50:6 52:7,12 59:14  
 60:4,7,9,10 106:6,7  
 109:7 111:16 123:19  
 133:14  
**we're** 17:9,15,22 20:11  
 32:18 40:7,10 47:13  
 47:15 50:2 51:8 56:7  
 69:11 71:4 77:3 82:21  
 83:4,5,7,8 89:1,1  
 90:19 91:6,6,16 93:6  
 95:3 98:13 104:6  
 105:19 106:1 110:11  
 113:12 114:19,21  
 116:9 117:22 119:15  
 120:8,10 124:14  
 126:18 128:4,14  
 129:15,18,19 133:6  
 134:5 135:9,18

**we've** 30:3 57:4 71:3  
 72:22 82:16 102:10  
 122:5 123:18 128:12  
 128:13 129:17 131:20  
**weapon** 75:17,17,18  
**wear** 11:19  
**Wednesday** 49:6 51:8  
 51:12 95:22 96:3,4  
 97:1 98:3 124:9  
**week** 51:9 95:20 96:13  
 125:3  
**weekday** 69:10  
**weekend** 47:17 50:7  
 57:13 73:7  
**weeks** 15:5 52:17 82:17  
**welcome** 2:4 41:12  
 88:21  
**went** 21:20 47:19  
 109:18 134:3 136:13  
 136:20  
**weren't** 57:10  
**whatsoever** 49:20  
**willing** 85:11,14 86:14  
 89:2,4 97:15

**window** 88:16  
**winter** 99:12  
**wise** 40:11 43:5  
**witnesses** 4:20  
**wondering** 122:21  
 127:14  
**word** 11:19 23:18 45:2  
**wording** 61:19  
**words** 59:10  
**work** 40:1 47:21 48:6  
 50:3,13,16,19 53:4  
 54:6 55:20,22 71:14  
 71:16 83:8 102:7,9,15  
 103:2,3,5  
**worked** 102:10,13  
**working** 40:20 46:1,18  
 51:5,10 52:9 53:15  
 54:4 56:3 77:3 82:19  
 90:19  
**works** 50:12  
**wouldn't** 36:1,5 89:14  
 117:14 127:19  
**write** 131:21  
**writing** 15:19 79:12  
 86:9  
**written** 118:6 133:2  
**wrong** 105:13 115:6  
**wrote** 135:3

**X****Y**

**Year's** 69:9,10,15 88:22  
 122:3  
**years** 25:9 78:19  
**yesterday** 72:10 74:15  
 74:19 79:6 82:18  
 90:22  
**yield** 127:2

**Z**

**Z** 6:11

**0****1**

**1** 8:6 13:9 70:3  
**1(5)** 59:3  
**1(d)** 17:15  
**1(i)** 58:22 59:4,8 111:6  
**1:00** 98:6,8 105:21  
**1:11** 109:19  
**1:30** 130:19 131:12  
**1:37** 134:3  
**10** 7:18 101:3,3,16  
 103:7 104:5,10,21  
 127:12  
**10:00** 77:15

**10:40** 58:4  
**10:45** 58:3  
**100** 48:17 100:2 127:12  
**11** 3:15 4:11 48:18,21  
 54:4 114:16 115:1,3  
**11:27** 109:18  
**11:30** 13:20 87:9 120:22  
**11th** 6:22 110:5  
**12** 48:18 54:4 56:8  
 113:19,22 114:22  
 115:5  
**12:30** 98:1  
**120** 100:2  
**1242** 1:7 3:13  
**13** 114:12 115:22  
 119:13,20  
**14** 4:13 5:9,10 120:2,9  
**14th** 1:15  
**15** 56:8 86:19 120:20  
**15-251-00081** 1:11 3:14  
 5:10 108:19 136:2  
**15th** 86:22  
**16** 4:16 86:20  
**1st** 68:16

**2**

**2** 8:7 13:10 69:13  
 132:21  
**2-574(b)** 108:16 109:14  
**2-574(b)(13)** 109:1  
**2-574(b)(4)** 108:21  
**2:10** 105:18  
**2:30** 68:19,21,21,22  
 132:21  
**2:35** 133:21 134:1  
**2:45** 68:19,21  
**20** 3:21 53:20,21 77:5  
 77:10 78:19 91:2  
 125:12,13 127:17  
**2000** 1:15  
**20009** 1:16  
**2013** 30:8,9,10 67:9,13  
**2014** 30:4 68:17  
**2015** 1:13 2:6 3:15 4:11  
 4:13,16 5:9,11 6:22  
 11:12  
**214** 62:13,16,17  
**23** 1:13  
**23rd** 2:6  
**240** 34:6,10,11 62:15  
**25** 8:2 70:7  
**25-826** 4:22  
**25-826(c)** 4:17  
**25-827** 4:10  
**28th** 7:19 11:11 77:16  
 82:10

**3**

**3** 133:4  
**3:00** 131:17  
**3:06** 134:4  
**3:08** 136:13  
**3:13** 136:14,20  
**3:30** 13:20 87:9 120:22  
**30** 11:2 12:22 113:4,9  
119:14 120:7  
**311** 79:1

---

**4**

---

**4** 132:15,16  
**4-0-0** 109:11 136:9  
**4:00** 97:10,11  
**40** 3:17  
**400S** 1:16  
**405(b)** 3:4  
**48** 10:21 113:1

---

**5**

---

**5** 56:7 92:18 94:7,8  
**5-0** 4:13

---

**6**

---

**6** 56:7 100:10

---

**7**

---

**7** 112:17,17,19  
**7:00** 98:3

---

**8**

---

**8** 76:3,11,12 113:13,16  
**80** 125:17,17 127:16  
**87780** 1:8

---

**9**

---