

DISTRICT OF COLUMBIA

+ + + + +

ALCOHOLIC BEVERAGE CONTROL BOARD

+ + + + +

PUBLIC MEETING

p-----»

IN THE MATTER OF:	:
Fever Nightclub, LLC	:
t/a Fever Bar & Lounge	:
816 H Street, NE	:Fact
License No. 89716	:Finding
Retailer CT, ANC 6A	:Hearing
New Application	:
Case No. 12-CMP-00434	:

p-----¼

December 5, 2012

The Alcoholic Beverage Control Board met in Alcoholic Beverage Control Hearing Room, Reeves Building, 2000 14th Street, N.W., Washington, D.C., Chair Miller, presiding.

PRESENT

RUTHANNE MILLER, CHAIRPERSON
 NICK ALBERTI, Member
 DONALD BROOKS, Member
 HERMAN JONES, Member

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

2 1:43 p.m.

3 CHAIRPERSON MILLER: Okay. I'm
4 going to call the case of Fever Bar and Lounge
5 located at 816 H Street, NE. License No.
6 89716 in ANC 6A and come forward please.

7 Could you identify yourself for
8 the record?

9 MR. COHEN: Good afternoon. My
10 name is Darrell Cohen, owner/manager of Fever
11 Bar and Lounge.

12 CHAIRPERSON MILLER: Okay. And
13 before you leave don't forget to sign in if
14 you would?

15 MR. COHEN: Sure.

16 CHAIRPERSON MILLER: Okay. Also
17 we have in the hearing room Ms. Jackson.
18 Would you identify yourself for the record
19 please?

20 MS. JACKSON: Yes. Diane Jackson,
21 Licensee Specialist with the Alcoholic
22 Beverage Regulation Administration.

1 CHAIRPERSON MILLER: Okay. Thank
2 you.

3 Mr. Cohen, this is a contested
4 Fact-Finding Hearing. I want to tell you how
5 we got here and then I want to make sure that
6 you're prepared to go forward today because
7 it's different from the Fact-Finding Hearing
8 that we had in September. I told you that
9 that was to gather information and no
10 testimony would be taken, no evidence
11 submitted, but that that's what happens in a
12 contested hearing and we were just gathering
13 facts.

14 So, in reviewing the record from
15 the Fact-Finding Hearing some Board Members
16 have concern and there's a question there
17 about whether or not you were operating
18 without a license. And in fact if you were
19 operating without a license then there is a
20 statute, 25-301, that provides that before the
21 Board issues a new license they have to
22 determine that the Applicant meets certain

1 criteria. And one of the criteria is that the
2 Applicant is of good character and generally
3 fit for the responsibilities of licensure.

4 So, if the Board were to find that
5 you were operating without a license that
6 there wasn't some good reason for or you did
7 something else in relation to the information
8 that we were looking at at the last Fact-
9 Finding Hearing then the Board could deny your
10 license.

11 So, this hearing is really about
12 that, whether or not you are of good character
13 based on the events that took place related to
14 that last Fact Finding Hearing.

15 So, my question to you as a
16 preliminary matter is -- and, first of all,
17 Ms. Jackson is here because her testimony was
18 not under oath the last time and it was a
19 regular Fact Finding Hearing. This time it
20 would be under oath.

21 So, my preliminary question to you
22 is are you prepared to go forward today or

1 were you not aware of what this hearing would
2 be about so that you could sufficiently
3 prepare?

4 MR. COHEN: I believe I am
5 prepared to go forward today.

6 CHAIRPERSON MILLER: Okay.

7 MR. COHEN: I'll just leave it at
8 that.

9 CHAIRPERSON MILLER: Okay. That's
10 fine. We just wanted to make sure that you
11 were prepared and you would have brought
12 witnesses or some things to that effect. And
13 you'll have an opportunity to actually -- you
14 could cross examine Ms. Jackson this time
15 because it's that type of a hearing, a
16 contested hearing.

17 So, I just want to highlight a
18 couple of things from the last Fact Finding
19 Hearing that will be the subject of this
20 hearing. I mean, basically, it's whether
21 you're fit, you know, and of character to be
22 granted a license and the question arises

1 number one, whether you were operating without
2 a license or were you legally operating under
3 57 license.

4 Again, there was a question about
5 a lease. What did you understand under that
6 lease? These just sort of my questions, but
7 that I got from the record. And I thought
8 that Ms. Jackson may have told you that you
9 were operating without a license but we'll
10 hear what she has to say and, if so, it's my
11 recollection that you may not have stopped
12 after you heard her say that and my question
13 is why not.

14 So, that's just to give you a
15 general idea. Other Board Members will have
16 questions and I'll have, you know, more
17 specific questions after we hear testimony.

18 Are you prepared at this point to
19 testify why you are of good character and fit
20 for licensure?

21 MR. COHEN: Yes.

22 CHAIRPERSON MILLER: Okay. I

1 don't think you have to move to the witness
2 stand but why don't you raise your hand and
3 I'll swear you in. Okay.

4 So, do you swear to tell the
5 truth, the whole truth and nothing but the
6 truth?

7 MR. COHEN: I so.

8 CHAIRPERSON MILLER: Okay.

9 Actually now you can testify however you
10 choose, you know. I just wanted to give you
11 an idea of where the Board was coming from.

12 MR. COHEN: So, the floor is mine
13 at this point?

14 CHAIRPERSON MILLER: It is, yes.
15 Unless Board Members have anything else they
16 want to say. Yes, it's yours.

17 MR. COHEN: Well, first of all,
18 thank you all for having me here for the
19 opportunity to present my side of the story.
20 At the outset I would just like to reiterate
21 that I do consider Ms. Jackson a friend and I
22 appreciate all of the assistance she has given

1 me in this matter. I have nothing but respect
2 for her and I have no contempt for her
3 whatsoever.

4 I do believe that this was simply
5 a misunderstanding maybe chiefly between she
6 and I regarding the interpretation of the
7 lease assignment and the status of the HR-57
8 license at 816 H Street, NE.

9 I imagine there are just a few
10 points that are pertinent here regarding this
11 case and regarding the question of whether or
12 not I'm fit for licensure. So, I will attempt
13 at this point to illuminate those points.

14 I think one of the most important
15 points is that the business arrangement that
16 I had with Mr. Poussant, the owner of HR-57
17 was documented in a purchase agreement which
18 I believe you all have copies of and we
19 discussed at the last hearing. And that
20 agreement outlined the arrangement regarding
21 the liquor license which to the best of my
22 recollection stated that the license would not

1 be -- the ownership of the license would not
2 be transferred to me which I have questions
3 about if we get to that later. But for the
4 sake of brevity at this point, we agreed that
5 he would not transfer the license to me
6 outright, but that I would allowed to operate
7 temporarily under that license until I
8 obtained a license in my own name under my own
9 company's name.

10 So, that was what Mr. Poussant I
11 agreed on. We signed off on that. Had that
12 notarized and I, in fact, submitted that along
13 with my application. So, the first point I
14 would raise is that had I know that there was
15 anything problematic with that arrangements,
16 why on earth would I sign my name to it, have
17 it notarized and hand it over to you all? So,
18 as far as I knew that was completely above
19 board. I did have that agreement reviewed by
20 an attorney. However brief that review was,
21 you know, the essence of the advice that I
22 received was that, well, if it would be legal

1 for him to transfer the license to you
2 outright, why would there be an issue with him
3 allowing you to use the license temporarily?
4 So, no serious questions were raised by my
5 attorney regarding that arrangement. That
6 arrangement was certainly pitched to me as
7 viable by Mr. Poussant and, again, that's what
8 we agreed to, that's what we signed off on,
9 that's what we submitted to ABRA along with my
10 application.

11 It wasn't until sometime after my
12 application along with that agreement were
13 submitted that Ms. Jackson contacted me and
14 began to raise some questions one of which
15 being the crux of the issue here, the status
16 of the HR-57 license and whether or not that
17 license was valid given the fact that the
18 lease on the property had been assigned to me.

19 We had a number of discussions
20 about this and I do not deny that Ms. Jackson
21 did state to me that it was her opinion that
22 because the leave was assigned to me that the

1 HR_57 license was no longer valid. She said
2 that. I heard her say that and I don't think
3 that is a point of contention.

4 What is a point of contention is
5 the status of that discussion after my follow-
6 up question to her which was, the lease
7 assignment specifically did not release Mr.
8 Poussant from the original lease and states
9 that he is still liable for paying the rent if
10 I do not pay the rent. So, my question to Ms.
11 Jackson was, doesn't that technically mean
12 he's still on the lease and shouldn't his
13 license still be valid? I never really
14 received an answer to that question and in my
15 mind it was an open question.

16 Further to that point my
17 understanding was that it was common public
18 knowledge that the establishment was in
19 continuous operating since Mr. Poussant
20 transferred control of the operation over to
21 me.

22 And prior to Ms. Jackson bringing

1 up this question about the lease assignment,
2 she had stated to me at least once that I
3 could operate there only as a manager, that I
4 couldn't change anything because it was HR-
5 57's license. I couldn't rebrand the place as
6 Fever. The only way I could operate was
7 because I had an ABRA manager's license and
8 essentially I was the manager of the old HR-57
9 location.

10 As was noted in the previous
11 hearing, we applied for a trade name change to
12 change the trade name from HR-57 to Fever for
13 that license so that we could operate under --
14 so that we could rebrand under that license
15 and I could start trading as fever until my
16 license was approved and that trade name
17 application was not processed for whatever
18 reason.

19 So, again, it was just an open
20 question and one thing I do want to make clear
21 is that I don't want to give you all the
22 impression that I'm in the habit of second

1 guessing officials. I defer to Ms. Jackson's
2 judgment. I understand that she's experienced
3 and has been doing this a long time and I
4 certainly didn't just take what she said with
5 a grain of salt and ignored it. But the fact
6 of the matter is, you know, the fact that
7 she's a license specialist does not render her
8 infallible and incapable of missing something.
9 I simply had a question and, again, to me that
10 question was unresolved.

11 Had anyone insisted to me that we
12 shut the operation down and that we were not
13 compliant, I would have done so. And, in
14 fact, once Investigator Parker showed up
15 that's exactly what we did.

16 Again, prior to that point, it was
17 an open question in my mind. Ms. Jackson had
18 indicated to me that she needed to check with
19 the legal staff regarding the lease
20 assignment. I was simply waiting to hear the
21 outcome of that discussion. So, again, to me
22 I think this was just a misunderstanding and

1 I believe it came up at the last hearing
2 whether or not there was, in fact, a law or
3 regulation that stated that if the lease had
4 been assigned that the license was invalid.
5 And I didn't hear an answer to that question
6 at the last hearing. I still don't have an
7 answer to that question. If there is a law or
8 regulation to that effect, I would certainly
9 like to hear what it is and I would like to
10 know that. But I haven't gotten an answer to
11 that question to this day. So, I don't know
12 if the Board found out about what the legality
13 of that is in the interim between the last
14 hearing and this hearing. But I certainly
15 would like to know what the legalities are
16 regarding the lease assignment.

17 And the other question I have is,
18 what is the status of the HR-57 license now?
19 If that license is invalid, shouldn't that
20 license have been canceled. I carried that
21 license down here myself under Mr. Poussant's
22 direction and he told me that the license was

1 being put into safe keeping and that's my
2 understanding that the license is currently in
3 safe keeping.

4 So, again, these things are
5 complicated, you know, and I don't think
6 anyone knows by heart all the ins and outs of
7 every particular situation. So, I think I was
8 just -- some miscommunication and just a
9 misunderstanding, again, regarding the status
10 of the HR-57 license and what the implication
11 of the lease assignment were regarding status
12 of the license.

13 The key point I want to make here
14 is that in no way, shape or form was I making
15 any attempt to deceive anyone or hide anything
16 from anyone. I operated in good faith at
17 every turn and completely above board, in my
18 opinion. So, I hope that the Board takes that
19 into account. Takes into account the fact
20 that the placard period on my own application
21 ended on July the 23rd, a mere nine days after
22 the investigator showed up at the

1 establishment, you know. We were less than
2 two weeks away from the placard period being
3 offer. So, honestly, I thought it was a moot
4 point at that point and that my license would
5 be approved shortly and this would all be
6 behind us. Here we are in December, I still
7 don't have a license.

8 There was no protest. The ANC
9 supported the application. As I mentioned
10 before, I already have an ABRA manager's
11 license. I've attended bartending school.
12 I've attended alcohol awareness training.
13 I've attended ABRA training early despite the
14 fact that I still don't have a license yet but
15 -- and I have documentation to support that if
16 you all would like to review it. But I
17 believe all of those things are a testament to
18 my fitness for licensure and I hope that the
19 Board takes those into account.

20 I'll be more than happy to answer
21 any questions you all have or any questions
22 Ms. Jackson may have. But I stand by my word

1 and, again, I believe this was simply a
2 misunderstanding.

3 Thank you.

4 CHAIRPERSON MILLER: Thank you.

5 I would be interested in those
6 documents if you have any that our staff can
7 copy.

8 MR. COHEN: Sure. Which in
9 particular?

10 CHAIRPERSON MILLER: The documents
11 that go to the training you've taken. I think
12 that -- I just want to say that this hearing
13 stems from the Fact Finding facts that we
14 talked about. However, the standard talks
15 about good character and generally fit for the
16 responsibilities of licensure. So, that's a
17 little bit broader and so those documents go
18 that broader category is why you would be fit
19 for the responsibility of licensure. I think
20 those should come into the record.

21 MR. COHEN: Thank you. And I
22 would add to that if I may that prior to me

1 taking the lease over at that location, I had
2 been managing a monthly event at that location
3 called People's First Friday. It's been
4 written up in the Washington Post, Editor's
5 Pick, the Going Out Guide. I have
6 documentation to support that as well. That
7 event had been taking place at HR-57 since
8 February. It's a successful event. I managed
9 it without an incident. So, I would submit
10 that onto the record as well.

11 CHAIRPERSON MILLER: Okay. Are
12 there Board questions?

13 Yes, Mr. Alberti?

14 MEMBER ALBERTI: Mr. Cohen, do you
15 have a copy of the lease agreement? I have
16 a copy of the sales agreement but I don't know
17 if our files have a copy of the lease
18 agreement.

19 MR. COHEN: The original lease or
20 the assignment?

21 MEMBER ALBERTI: What is the
22 difference, you tell me? What are the two

1 documents?

2 MR. COHEN: Well, I have both.

3 MEMBER ALBERTI: The original
4 lease that as signed by --

5 MR. COHEN: Mr. Poussant and the
6 landlord and Mr. Poussant. And then there was
7 a lease assignment. There was a three-way
8 agreement between the landlord and myself and
9 Mr. Poussant.

10 MEMBER ALBERTI: That's probably
11 the more important one, I think, because --

12 MR. COHEN: Okay.

13 MEMBER ALBERTI: -- I'm not really
14 interested in the terms of the original lease.
15 I'm really interested in your part of what
16 responsibilities you and mr. Poussant had
17 after you signed that agreement.

18 MR. COHEN: I have the original
19 here.

20 MEMBER ALBERTI: Can we get a copy
21 of that?

22 So, after you spoke with Ms.

1 Jackson -- you spoke with Ms. Jackson how many
2 times? Once or twice?

3 MR. COHEN: More than that. I
4 mean, we were in pretty regular communication
5 regarding my application.

6 MEMBER ALBERTI: So, according to
7 your testimony, at some point she told you
8 that because of the lease assignment, because
9 you assumed responsibility for the lease that
10 the license wasn't valid because Mr. Poussant
11 was no longer the lease holder. She told you
12 that the license was not valid any longer. Is
13 that correct? Your understanding of what she
14 told you?

15 MR. COHEN: Yes. Maybe not in
16 those exact terms but in a nutshell, yes.

17 MEMBER ALBERTI: Okay. Did you
18 just assume she was wrong?

19 MR. COHEN: I didn't assume she
20 was wrong but, again, I just had that question
21 about how she was interpreting the lease
22 assignment. I guess the best way to put it is

1 I wanted the opinion of someone on the legal
2 staff essentially, someone, you know, with a
3 legal background to address what the
4 legalities were regarding how the lease
5 assignment was drafted.

6 MEMBER ALBERTI: So, what actions
7 did you take to clarify or answer your
8 question?

9 MR. COHEN: Well, to be honest
10 with you I didn't really take much action
11 because Ms. Jackson had told me that she would
12 bring it up with the legal staff. So, I
13 trusted that she would do that and that I
14 would hear back.

15 MEMBER ALBERTI: And you continued
16 to operate after that point?

17 MR. COHEN: Yes.

18 MEMBER ALBERTI: Is that correct?
19 Did you follow up with Ms. Jackson
20 at all?

21 MR. COHEN: Again, we were in
22 pretty regular communication so we had had a

1 number of conversations. She had requested a
2 number of times that I have Mr. Poussant
3 contact her because she needed to have a
4 conversation with him. I don't know if they
5 ever talked or if they did what they talked
6 about. I certainly told Mr. Poussant that
7 there were questions regarding the status of
8 his license and that he needed to contact Ms.
9 Jackson and ABRA. He told me that he had
10 tried to contact her I think at least once and
11 was not able to get in touch with her but that
12 he would continue to try to get in touch with
13 her.

14 Ms. Jackson is here. She can
15 certainly speak to whether she had any
16 conversations with him.

17 MEMBER ALBERTI: Did you discuss
18 this with Mr. Poussant?

19 MR. COHEN: Yes.

20 MEMBER ALBERTI: And what was the
21 outcome of that discussion?

22 MR. COHEN: Well, as you may

1 imagine, initially I asked if he would
2 consider simply transferring the license to me
3 which my understanding would resolve most of
4 these issues. And, in fact, after this
5 investigation began and refamiliarizing myself
6 with the regulations I noted that in Title 25-
7 405 my reading of it seemed to indicate that
8 the transfer of the license may actually have
9 been a requirement. Maybe I'm not
10 interpreting that correctly because that
11 certainly was not impressed upon me and that
12 wa not -- no one insisted that we do that.
13 So, that was one question I had was whether or
14 not we were actually required to file a
15 transfer in which case had we been advised to
16 do that the outset and if that had been done
17 we wouldn't be here now.

18 However, in any case, I couldn't
19 force Mr. Poussant to transfer the license to
20 me. It was his license. I asked him to
21 consider that. He wasn't willing to do that.
22 That's how we got to the agreement that we got

1 to. He said, well, you can use it until you
2 get your own but I'm not going to transfer it
3 to you.

4 So, that was the initial
5 discussion and after Ms. Jackson raised the
6 questions that she raised, again, I basically
7 just communicated to him what Ms. Jackson had
8 told me and basically told him you need to
9 give her a call and get this straightened out.
10 And that was pretty much the extent of the
11 conversation. I mean, he told me as far as he
12 knew we were fine and that until a lawyer
13 tells us that there's something wrong with the
14 arrangement, we should be fine. So, again, I
15 just waited to hear the outcome of whatever
16 discussion he had with Ms. Jackson. It was
17 his license, not mine.

18 MEMBER ALBERTI: So, you spoke to
19 him about the transfer after you had the
20 arrangement -- the initial arrangement with
21 him?

22 MR. COHEN: Well, before and

1 after. Obviously, we negotiated over that
2 before and couldn't come to an agreement on
3 that so we agreed on what you see there in
4 writing. And then after this came up
5 obviously I went to him again. I said, hey,
6 you transfer the license to me we can put this
7 fire out, you know. I couldn't force his hand
8 to sign the transfer form.

9 MEMBER ALBERTI: Did you speak to
10 a lawyer?

11 MR. COHEN: At that point?

12 MEMBER ALBERTI: Yes.

13 MR. COHEN: I -- I kept my lawyer
14 apprised of the situation but I didn't, you
15 know, have any serious consultation with my
16 attorney about the situation at that point.
17 The contract had been signed and, you know,
18 the license had been applied for. Again,
19 honestly, I expected that my license would be
20 granted shortly and that this would all be
21 water under the bridge and that I would be
22 operating under my own license and this would

1 all go away. Unfortunately, that's not what
2 happened.

3 MEMBER ALBERTI: I have no further
4 questions right now.

5 CHAIRPERSON MILLER: Mr. Brooks?

6 MEMBER BROOKS: Yes, thank you,
7 Madam Chair.

8 Did you pay Mr. Poussant any
9 money?

10 MR. COHEN: I did.

11 MEMBER BROOKS: How much was that?

12 MR. COHEN: I don't have the exact
13 amount but you can derive from the contract
14 that you all have the total purchase price I
15 think was \$85,000.

16 MEMBER BROOKS: Right.

17 MR. COHEN: And it was broken up
18 in installments. So, I paid him the initial
19 installments that were due at the beginning of
20 the contract. The later installments, I think
21 the final isn't due until January. There was
22 one that was due I think in October which I

1 have not paid because I don't have a license
2 yet and the whole deal was contingent on me
3 getting the license which I currently don't
4 have. So, I haven't paid him beyond those two
5 installments. And there was money that had
6 already changed hands that's documented there
7 regarding the monthly event that I was hosting
8 at HR_57 prior to me taking the lease over.

9 MEMBER BROOKS: And Mr. Poussant
10 is aware of what you're going through with the
11 ABC Board?

12 MR. COHEN: Absolutely, yes.

13 MEMBER BROOKS: So, what is his
14 impression?

15 MR. COHEN: What, I'm sorry, I
16 didn't --

17 MEMBER BROOKS: What is his
18 impression of what's going on?

19 MR. COHEN: What is his
20 impression?

21 MEMBER BROOKS: Yes.

22 MR. COHEN: I don't claim to be

1 able to speak for him so obviously you would
2 have to ask him to give you his impressions.
3 But my impression of his impression, he
4 certainly sympathizes that I'm going through
5 a tough time. I mean, it's been very
6 difficult for me to hold on without having a
7 license and having to pay rent on the
8 property. So, he's been sympathetic but
9 honestly I haven't had a whole lot of
10 communication with him because, you know, he's
11 been busy getting his new location off the
12 ground and, you know, I've been busy dealing
13 with what I'm dealing with on our end. So,
14 we--

15 MEMBER BROOKS: And you do have an
16 attorney?

17 MR. COHEN: I do.

18 MEMBER BROOKS: And has he given
19 you any advice regarding what's going on here?

20 MR. COHEN: Well, unfortunately
21 the attorney that I'm currently working with
22 is -- is not an ABC specialist so it's a

1 little bit out of her expertise. So, if need
2 be, you know, I'll try to find someone that
3 does specialize in ABC matters. But my
4 current attorney is a general business law
5 attorney. So, she advises me more about
6 general business law and not so much about ABC
7 specifics.

8 MEMBER BROOKS: Okay. But I guess
9 my concern is, you know, you may seek out an
10 ABC attorney in the future but, you know, this
11 is really the only bite you may be getting at
12 this apple.

13 Okay. Thank you, Madam Chair.

14 CHAIRPERSON MILLER: Okay.

15 Others? Mr. Jones?

16 MEMBER JONES: Thank you, Madam
17 Chair.

18 So, you referenced a couple of
19 times that you kind of felt like it was -- the
20 challenges that you were facing in terms of
21 getting the license transferred to you from
22 the current licensee were kind of moot as you

1 felt your application should have been or
2 would have been approved within a relatively
3 short period of time.

4 MR. COHEN: Yes.

5 MEMBER JONES: Is that fair
6 characterization of what you stated?

7 MR. COHEN: For the most part,
8 yes, sir.

9 MEMBER JONES: Okay. So, part of
10 my challenge, part of my question to you is,
11 given that there was some uncertainty raised.
12 I understand that you said that you were
13 waiting and I'll take that as a passive term,
14 that you were waiting to hear from a legal
15 entity as to the statements that you clearly
16 heard from Ms. Jackson, that you were waiting
17 to hear from a legal entity to get a firm
18 definitive yeah or nay on that, whether or not
19 you were in good stead to operate under the
20 auspice or operate under this other
21 individual's license. Is that correct?

22 MR. COHEN: Yes.

1 MEMBER JONES: Okay. How much
2 would it have impacted you financially for you
3 to cease operations until you got that answer
4 or until you got your license as you were
5 expecting to get in short order?

6 MR. COHEN: Well, it's difficult
7 to say with any specificity because I don't
8 know how many people are going to walk through
9 the door, you know, on an --

10 MEMBER JONES: Well, let's back it
11 up and I don't mean to cut you off but there's
12 always a time element to these discussions.

13 How much revenue did you bring in
14 the door between the time that you opened up
15 the door and operated under your name and the
16 time that the Investigator came I and shut you
17 down?

18 MR. COHEN: I don't have that
19 number in front of me.

20 MEMBER JONES: What's your
21 estimate?

22 MR. COHEN: It's really hard for

1 me to say because --

2 MEMBER JONES: Okay. So, you
3 can't speak on this?

4 MR. COHEN: Not -- not with having
5 the numbers in front of me because we're
6 talking about June, it's December.

7 MEMBER JONES: June of 2012?

8 MR. COHEN: Right. Right. I
9 don't remember what the numbers looked like
10 back then and part of the challenge was, how
11 do we get out and market and promote and get
12 people to come here when the license is in
13 limbo. I can't -- I can't put a sign that
14 says Fever on the door because the license
15 says HR-57. I don't have my own license yet.
16 So, we really hadn't really gotten off the
17 ground, you know. We weren't -- we weren't
18 bringing a lot of money because we had just
19 taken the property over and, you know, painted
20 it inside and redecorated and that was pretty
21 much it, you know. We switched from live band
22 and DJs and, you know, I told my friends and

1 family and, you know, hoping that the word
2 would start trickling out from there. But it
3 wasn't -- we really weren't in a position to
4 be able to do a lot of marketing because of
5 the situation with the license.

6 MEMBER JONES: So, I guess where
7 I'm coming from is, if there was a question in
8 your mind, did you appreciate the severity or
9 the potential consequence of your action at
10 that time? Do you recognize and appreciate
11 what the impact could have been to you for you
12 operating and selling without a license based
13 on or selling in a condition that Ms. Jackson
14 described to you? Did you have an
15 appreciation of what those possible
16 consequences were?

17 MR. COHEN: Well, I certainly do
18 now.

19 MEMBER JONES: Did you then?

20 MR. COHEN: At that point, I
21 certainly didn't have the level of
22 appreciation I do now at that point. At that

1 point in time, I guess it just didn't seem to
2 me that that was the case that the license was
3 actually invalid, you know. I --

4 MEMBER JONES: Is it a matter of
5 you didn't want to believe it?

6 MR. COHEN: Well, I'm not a
7 psychologist but obviously I didn't want to
8 but, you know, a lot of things happen that we
9 don't want to happen. So, you know, if -- if
10 -- again, as I said at the beginning of my
11 statement, you know. If someone from legal
12 had called me and said the HR-57 license is no
13 longer valid at your location because of the
14 lease, then I would have had no choice but to
15 shut down. I would have certainly shut down.

16 But, again, my interpretation
17 after the discussions that I had with Ms.
18 Jackson was that it was an open question and
19 that obviously I need to get an answer to the
20 question.

21 MEMBER JONES: I be certainly
22 candid. To me it sounds like what you're

1 telling me is that you were almost relying on
2 the fact that it was an open question and you
3 were counting on the fact that it was an open
4 question and you were going to use that as a
5 mechanism to ask for forgiveness even though
6 you knew it was wrong because you were told it
7 was wrong by Ms. Jackson. Because I'm having
8 trouble because I'm looking at it and just
9 thinking if an official came to me or brought
10 it to my attention that it would be in my best
11 interest to air on the side of caution as
12 opposed to operating in the way in which you
13 chose to operate which was to throw caution to
14 the wind and just continue to sell alcohol
15 when it was questionable whether or not you
16 were authorized to do so. And that's the part
17 that I'm having difficulty with. I can
18 understand and appreciate there being
19 miscommunication, misunderstanding, different
20 interpretations, but then for you to not
21 actively seek out clarification on that when
22 you're the one that's at risk, to me is

1 reckless and borders on something that brings
2 about question and concern for me in terms of
3 how you decide to operate a licensed
4 establishment. And that's what you chose to
5 do in this instance. You chose to throw
6 caution to the wind regardless of the
7 circumstances and continue to operate even
8 though you knew there was a question out
9 there.

10 So, I'm trying to get from you a
11 little better clarification, a better
12 understanding of what a driver for you to do
13 that was. And part of the reason why I was
14 asking how much money was involved. If it was
15 a matter of, hey, you know, I was about to go
16 through foreclosure. It was just bad
17 straights for me. I wasn't thinking straight.
18 But I'm not getting that kind of thing from
19 you where it was a desperate time or desperate
20 situation. It was, how do we promote the
21 business? You know, how do we get people out
22 to get them to come in? I didn't make a whole

1 lot of money during this time period. It
2 didn't seem like there was a whole lot for you
3 to risk and/or lose in that time period
4 because it was a short time period by your own
5 statement that you expected to be and there
6 wasn't a lot of money that was generated in
7 that time period anyway. So, why not air on
8 the side of caution, seek clarity on the
9 answer to the question and then proceed from
10 there?

11 So, help me, if you don't mind,
12 help me understand what your thought process
13 was so I can -- put me in your shoes so I can
14 better understand and appreciate where you're
15 coming from. Because right now I'm having
16 trouble.

17 MR. COHEN: Okay. Well, maybe I
18 haven't done a good job of communicating what
19 the situation was at that point. And I
20 appreciate where you're coming from.

21 Obviously, I don't agree.

22 MEMBER JONES: Fair enough.

1 MR. COHEN: I don't characterize
2 myself as a reckless person and, in fact, I
3 think of myself as a fairly conservative
4 person and this operation is easily the
5 biggest risk that I've taken in my life.

6 So, let me paint a picture for you
7 of what was going on back in June and when all
8 this was happening. As you all have
9 documentation for, the lease on the property
10 was assigned to me in April. I started paying
11 rent in May. Mr. Poussant didn't vacate the
12 property until the end of May. So, I'd
13 already paid rent for May and was not able to
14 operate for that whole month. So that's just
15 rent that I paid and no money coming in.

16 Let me impress upon you the fact
17 that, you know, I'm attempting to remain calm
18 and optimistic here but this -- this has been
19 a very difficult ordeal for me from the
20 beginning. It was a financial stretch for me
21 at the very outset. So, to already have lost
22 a month of operation having paid rent for that

1 month going into June and then having the
2 situation with the liquor license and not
3 having a lot of money coming in but still
4 having to pay rent, which has continued to
5 this point. I'm now two months behind on the
6 rent because there's no money coming in.

7 So, it was a dire situation at
8 that point and has continued to be so because
9 I'm left with having to pay rent on this
10 building that it's almost impossible for me to
11 generate income on. Okay. I'm not a person
12 of means. I'm a Federal employee and my job
13 is my saving grace right now. I run this
14 place part time and, you know, I went into
15 this with the hope that this would allow me to
16 be able to transition away from my job at some
17 point. Right now, it's the other way around
18 where I'm having to continue to put money from
19 my job into the place just to keep the place
20 alive.

21 So, there's a very serious danger
22 that the business will not succeed which would

1 be a huge financial loss to me and at that
2 point I guess the prospect of having to pay
3 rent on the building without being able to
4 operate, I mean, that -- that's a big pill to
5 swallow, you know. So, that was the
6 reasoning, I guess. That was the motivating
7 factor when Ms. Jackson came to me and said,
8 you know, I think technically -- and, again,
9 we had a series of discussion and she had
10 stated to me prior to that point the only way
11 you can operate is as the manager. You can't
12 change anything. You have a manager's license
13 and, you know she later added to that. But
14 really technically I don't think his license
15 is any good anyway because he's signed the
16 lease over to you.

17 Now, put yourself in my shoes.
18 I've already paid a month rent, zero money
19 coming in. Now, I'm paying another month
20 rent. I'm trying to get going. This guy sold
21 me this deal. He said his license was good.
22 I could use it until I get mine and now I have

1 ABRA telling me, hey, that's probably not
2 cool. And so I'm like, okay. What am I
3 supposed to do here?

4 So, when Ms. Jackson brought that
5 to my attention I said, are you sure? Please,
6 you know, be sure about this because for me to
7 have to shut down when I'm already a month in
8 the hole paying rent without being able to
9 operate and I'm just beginning to crawl, and
10 honestly it's a miracle that, you know, the
11 landlord hasn't thrown me out of the building
12 now, you know. So, I just wanted -- I just
13 wanted a second opinion. I just wanted to be
14 sure before we close the doors. And, again,
15 my reading of the lease assignment and my
16 understanding of it was that Tony was still on
17 the hook. The assignment specifically says,
18 I don't pay the rent. He pays the rent. It's
19 a three-way agreement. Yes, the lease has
20 been assigned to me but Tony is still on the
21 hook for the original lease which he was not
22 released from.

1 So, what does that mean? I
2 understand what you're saying. He's assigned
3 the lease to me but read the fine print. Ask
4 the lawyers. Tell them to let me know what
5 the deal is here. I don't want to get in
6 trouble. I'm just trying to keep my business
7 up.

8 MEMBER JONES: So, you weren't as
9 passive as I may have originally believed.
10 Your attempts were to and I'll use this term
11 and you can adjust it accordingly. But to
12 kind of aggressively work through your point
13 of contact at ABRA which was Ms. Jackson.

14 MR. COHEN: I mean, Ms. Jackson--

15 MEMBER JONES: Did you finally get
16 those answers to the question?

17 MR. COHEN: Ms. Jackson can tell
18 you about that. I wouldn't use the word
19 aggressive. I mean --

20 MEMBER JONES: I'm sorry. I don't
21 mean aggressive as in mean to her. But so
22 there's a passive attempt to try and resolve

1 the question and there's an active -- let me
2 use the word active. You were actively trying
3 to work with Ms. Jackson to get that question
4 resolved? It wasn't as if you were saying,
5 oh, it's okay. I'm fine with that. I'll wait
6 until you get back to me and let me know it's
7 okay. You were actively engaging her as in
8 periodically checking, hey, Ms. Jackson. I
9 just wanted to follow up. Did you get an
10 answer to that question yet?

11 MR. COHEN: I don't think I would
12 even use the term active. Again, Ms. Jackson
13 is sitting here. She can tell you the nature
14 of those discussion. I certainly wasn't
15 calling her asking her what was going -- it
16 wasn't -- I can't make that claim.

17 MEMBER JONES: Okay. So, you're
18 not saying that?

19 MR. COHEN: No, I'm not.

20 MEMBER JONES: Okay.

21 MR. COHEN: But, again, and I
22 suppose, you know, you can chalk that up to

1 mean having -- going through this for the
2 first time and not knowing what to expect.

3 As I mentioned, Ms. Jackson had
4 been very helpful to me from the outset. So,
5 I essentially trusted that she would handle
6 it.

7 MEMBER JONES: Okay.

8 MR. COHEN: And that she would
9 check with the legal staff and that she would
10 let me know what the situation was. So --

11 MEMBER JONES: All right.

12 MR. COHEN: -- I didn't really
13 feel the need to be all that proactive about
14 it to be perfectly honestly with you. And
15 that's not to say that I didn't take it
16 seriously. I just took Ms. Jackson's word for
17 it that she would follow up with the legal
18 staff and now we're eventually here.

19 And I mean it's December. You
20 know what I'm saying. Things take time. I
21 understand that, you know, so if she puts a
22 question in with the legal staff I didn't

1 expect her to have an answer the next day.

2 You have a million things going on here.

3 MEMBER JONES: Fair enough. So,
4 one other follow up question.

5 So, you mentioned that you were
6 under some type of financial stress. I'm
7 characterizing, paraphrasing. So you had one
8 answer from the ABRA agency. Did you ever
9 consider trying to get out of your business
10 arrangement with the individual because things
11 were in question, because things were in
12 doubt? Did you feel as if the individual was
13 able to meet the spirit in the letter of the
14 contract that had engaged in and, if not, did
15 you ever take a course of action to try and
16 get out of that arrangement based on those
17 caveats?

18 MR. COHEN: I haven't up to this
19 point and mainly because there is a clause in
20 there that the sale won't be completed if I
21 don't get my own liquor license. So, if I
22 don't get a license I'm out of it anyway.

1 MEMBER JONES: What happens to the
2 lease agreement?

3 MR. COHEN: Well, that will have
4 to be discussed with the landlord but the
5 original lease has a clause in it that says
6 the leasee has to have a liquor license. So,
7 you know, it will have to be a discussion with
8 the landlord as to whether that applies to me
9 as the assignee of the lease.

10 MEMBER JONES: Okay. Thank you.
11 Thank you, Madam Chair.

12 CHAIRPERSON MILLER: Okay. Other
13 questions?

14 I just have a quick question right
15 now and then I think we may turn to Ms.
16 Jackson if she has something to add to this.

17 Are you selling food at this
18 establishment now or is just not operating at
19 all?

20 MR. COHEN: We -- we are barely
21 able to operate obviously if we don't have a
22 license. So, we do a number of special events

1 with the caterer and the caterer bring the
2 food and the cocktail service and that's -- my
3 understanding is all we can do at this point.

4 CHAIRPERSON MILLER: Okay. I may
5 have further questions for you later but I
6 just wanted to know. Ms. Jackson, is there
7 anything that you want to add and, if so, I'm
8 going to swear you in. I probably should
9 swear you in. Let me just do that.

10 Will you raise your right hand,
11 please?

12 Do you swear to tell the truth,
13 the whole truth and nothing but the truth?

14 MS. JACKSON: I do.

15 CHAIRPERSON MILLER: Okay. I want
16 to ask you. You've been sitting here
17 listening to all of this. Is there anything
18 in particular you would like to add at this
19 point?

20 MS. JACKSON: At the very
21 beginning of the application process, I did
22 discuss with the Applicant -- well, the

1 problem was is that Mr. Poussant didn't want
2 to sell the business with the license. So,
3 the business came by way of sale without the
4 license. Mr. Poussant wanted to put the
5 license in safe keeping. He didn't -- he
6 thought it was valuable because it was on H
7 Street and so that was a problem in the very
8 beginning, you know. I kept talking to the
9 Applicant and I was asking him, well, because
10 I wanted to know whether to placard or whether
11 not to placard. And the thing is that he was
12 going through problems with Mr. Poussant
13 because he was trying to get Mr. Poussant to
14 sell him the business with the license and
15 that was the problem in the very beginning
16 because they kept going back and forth, you
17 know. Mr. Poussant kept going back and forth
18 no, I don't. Yes, I will. No, I don't, which
19 made a big confusion on how it was to be
20 processed. So, that was the very big
21 confusion.

22 And what it was is that Mr.

1 Poussant, he's the license holder. He's been
2 a license holder for awhile. So, he should
3 have known basically how this transaction
4 should have occurred. The thing is that he
5 wanted the Applicant -- he wanted Fever to
6 continue to operate the business so that he
7 can gain revenue and that revenue would go
8 towards the sale of the business. And I was
9 trying to explain to the Applicant that Mr.
10 Poussant because he signed the lease, he's no
11 longer the license holder. And that the
12 license in that location is no longer valid
13 and that he could put the license in safe
14 keeping but the license at that location is no
15 longer valid. So, that was -- we went on and
16 on and on with -- I went on and on and on with
17 Fever and the problem basically was with
18 Poussant. And Poussant never did discuss that
19 with me. He never contacted me to my
20 knowledge to discuss it with me. He just went
21 on and on and on doing what he wanted to do
22 with the Applicant.

1 CHAIRPERSON MILLER: So, I think
2 the question was about the fact that you said
3 that the lease was no longer valid because he
4 assigned it?

5 MS. JACKSON: Yes. One you assign
6 the lease over. Okay, let me explain.

7 A transfer application, you
8 transfer and even though he's transferring a
9 business, when you're doing a transfer and
10 this wasn't a transfer. This was a new. The
11 fact that it was a new he signed the lease
12 over to Fever. Once he signed the lease over
13 he's no longer active. He no longer has an
14 active lease at that location. So, therefore,
15 your license is void at that location.

16 And normally what you do, you
17 don't -- when you do a transfer or when you
18 assign the lease, you don't do that. You do
19 an intent to lease this space. That way that
20 keeps your license active at that location.
21 And the thing is that because he signed away
22 the lease -- signed away the lease, that

1 voided that license at that location.

2 And the fees that Mr. Poussant, I
3 don't know if he understood or didn't want to
4 understand but I don't know what made him
5 think that he still had control -- that
6 license was still valid at that location. I
7 don't understand.

8 CHAIRPERSON MILLER: Did you
9 confer with legal on that point?

10 MS. JACKSON: No, I did not.

11 CHAIRPERSON MILLER: Did you --
12 did Mr. Cohen ask you to?

13 MS. JACKSON: Beg your pardon?

14 CHAIRPERSON MILLER: Mr. Cohen
15 testified, I believe, today that he asked or
16 that you said you would confer with legal.

17 MS. JACKSON: One of the
18 conversations we had when we sat down when we
19 was talking about the situation because we did
20 it quite often because it was just such a
21 mess. And I was telling him that he can't
22 assign a lease and operate. I said I will

1 take that up with legal and, you know, I
2 didn't and I forgot. But I was never asked to
3 do it, you know, I was not reminded to do it.

4 CHAIRPERSON MILLER: Okay. Mr.
5 Alberti?

6 MEMBER ALBERTI: So, Ms. Jackson,
7 I'm trying to understand who you had most of
8 your conversations with. You talk about
9 talking to Mr. Poussant.

10 MS. JACKSON: No, I had no
11 conversations with Mr. Poussant at all.

12 MEMBER ALBERTI: Oh, okay.

13 MS. JACKSON: All my conversations
14 were with the Applicant, Mr. Cohen.

15 MEMBER ALBERTI: Okay. When you
16 were talking about the effect of assigning the
17 lease over to the Applicant and the effect on
18 HR-57's license did you express any doubt to
19 them as to your interpretation of the law?

20 MS. JACKSON: Yes, I said it over
21 and over again that that license is no longer
22 valid because it's been assigned to you. I

1 don't know what the conversation was with Mr.
2 Poussant and the Applicant but I definitely
3 told him it wasn't valid. It was no longer
4 valid.

5 MEMBER ALBERTI: So, at what point
6 -- I'll ask it this way.

7 So, why in your mind did you agree
8 to talk to our general counsel?

9 MS. JACKSON: Beg your pardon?

10 MEMBER ALBERTI: What was
11 happening to led you to agree to go and talk
12 to our general counsel to say you --

13 MS. JACKSON: It was the part of
14 the signature because once it was signed by
15 Fever, then it was another clause in the lease
16 that talked about him still being in charge.
17 That was the problem I had with that clause
18 and either the lease or the purchase agreement
19 for the business. Because the only thing they
20 was purchasing was -- the Applicant was
21 purchasing was the business, not the license.

22 MEMBER ALBERTI: So, Mr. Cohen,

1 did Mr. Cohen tell you that he did not agree
2 with you, tell you that he did not trust you,
3 tell you that he doubted your --

4 MS. JACKSON: No.

5 MEMBER ALBERTI: -- decision.

6 MS. JACKSON: He never -- he never
7 said that, no, not at all.

8 MEMBER ALBERTI: Did he seem to be
9 accepting your --

10 MS. JACKSON: Yes. Yes, to my
11 knowledge. I never had him say that no that's
12 not right. It shouldn't be done that way. I
13 never in all my conversations that I had with
14 him and his mother, because I spoke with -- I
15 sat down and spoke with both of them.

16 MEMBER ALBERTI: All right. Thank
17 you, Ms. Jackson.

18 MS. JACKSON: You're welcome.

19 CHAIRPERSON MILLER: Mr. Brooks?

20 MEMBER BROOKS: No.

21 CHAIRPERSON MILLER: Mr. Jones?

22 Ms. Jackson, so if you made a

1 determination that his license -- that the
2 license wasn't valid is there a responsibility
3 on your part to alert enforcement or anything
4 like that or no?

5 MS. JACKSON: I don't -- well, I
6 don't know. I would have to ask my supervisor
7 about that.

8 CHAIRPERSON MILLER: Okay.

9 MS. JACKSON: The only thing I
10 instructed -- I instructed the Applicant to
11 let Mr. Poussant know that he has to surrender
12 that license.

13 CHAIRPERSON MILLER: Did Mr.
14 Parker or somebody -- somebody eventually went
15 out to the establishment though.

16 MS. JACKSON: Yes.

17 CHAIRPERSON MILLER: How did that
18 come about? Do you know?

19 MS. JACKSON: No, I don't.

20 CHAIRPERSON MILLER: Okay. Do
21 you, Mr. Cohen?

22 MR. COHEN: I don't.

1 CHAIRPERSON MILLER: Okay.

2 MR. COHEN: I obviously don't have
3 a lot of information on the workings of ABRA
4 and what goes on here. But if I recall
5 correctly it was shortly after the ANC voted
6 on my application and sent the letter over
7 here. I don't know whether that triggered the
8 visit or not. But I know it was only a matter
9 of days between that letter coming here and
10 the investigator showing up.

11 CHAIRPERSON MILLER: Okay. So,
12 the investigator though didn't say, you know,
13 we heard about this lease assignment or
14 anything like that?

15 MR. COHEN: No, he didn't.

16 CHAIRPERSON MILLER: Okay. Yes,
17 do you have a question?

18 MEMBER ALBERTI: Yes, Ms. Jackson,
19 did I just understand your testimony that you
20 said that you told Mr. Cohen to relay to Mr.
21 Poussant that he had to put the license in
22 safe keeping?

1 MS. JACKSON: Yes. I told him he
2 cannot operate with that license. I said over
3 and over again. You cannot operate with that
4 license.

5 MEMBER ALBERTI: Do you remember
6 what his reaction was to that?

7 MS. JACKSON: He said he would
8 talk t him about it. And he would get him to
9 contact me. I never talked to Mr. Poussant.

10 MEMBER ALBERTI: Okay. Thank you.
11 Thank you Ms. Jackson.

12 CHAIRPERSON MILLER: Mr. Cohen,
13 did you talk tot your attorney after Ms.
14 Jackson told you that she didn't think it was
15 a valid license?

16 MR. COHEN: Me?

17 CHAIRPERSON MILLER: Yes, did you
18 talk to your attorney? No?

19 MR. COHEN: I -- I certainly
20 talked to her between then and now. I
21 couldn't say how soon after. I mean, I'd have
22 to go with you and review the paper trail to

1 find out exactly when that conversation took
2 place.

3 CHAIRPERSON MILLER: Did you keep
4 her apprised basically?

5 MR. COHEN: Yes, I certainly kept
6 her apprised.

7 CHAIRPERSON MILLER: Okay. You
8 have to understand lawyers cost money.

9 CHAIRPERSON MILLER: Right.

10 MR. COHEN: And money is something
11 that I don't have a lot of. So, you know, any
12 time I go to talk to a lawyer that's incurring
13 additional expenses. I don't have the money
14 for this.

15 CHAIRPERSON MILLER: Right. What
16 is your job as a Federal employee?

17 MR. COHEN: I'm a geographer.

18 CHAIRPERSON MILLER: And how long
19 have you been doing that?

20 MR. COHEN: Thirteen/fourteen --
21 since 1998.

22 CHAIRPERSON MILLER: Are there

1 other questions?

2 Okay. Do you have anything else
3 you want to add that goes to, you know, I told
4 you the general question was character and
5 fitness for licensure.

6 MR. COHEN: Right. I don't think
7 I have much to add. I think everything has
8 been pretty much laid out on the table here.

9 I would make a point that I don't
10 exactly agree with Ms. Jackson's assessment of
11 how I reacted in some of our conversations
12 because I certainly did raise the question to
13 her about the wording of the lease assignment
14 and the clause which she also just raised.
15 The clause that said that Mr. poussant is
16 still liable under the original lease.

17 I certainly and I'm not trying to
18 antagonize Ms. Jackson here. I mean, these
19 conversations all happened several months ago.
20 But I certainly asked her what the
21 implications of that clause were regarding the
22 lease the lease assignment and the status of

1 the license. And, you know, my understanding
2 was that she was going to take that up with
3 legal and that I would be notified of the
4 outcome of that discussion.

5 CHAIRPERSON MILLER: Before we do
6 close this hearing could you identify exactly
7 which clause you're referring to?

8 MR. COHEN: Sure. On page 2 of
9 the assignment -- assignment of the lease
10 agreement. Section 3, line 4 that says "In
11 the event the assignee does not meet his
12 obligations under this assignment, the
13 assignor which is Mr. Poussant, is obligated
14 for all responsibilities under the lease
15 including payment of rent, taxes and insurance
16 for a period of one year from the date first
17 above written. That's the clause on the
18 assignment.

19 If you take a look at the original
20 lease it does say that that original lease is
21 unassignable without consent of the landlord.

22 CHAIRPERSON MILLER: And is that

1 in the record? Is that in the record?

2 MR. COHEN: The original lease? I
3 believe it's been submitted with --

4 CHAIRPERSON MILLER: To the ABRA
5 record?

6 MR. COHEN: -- the application.

7 CHAIRPERSON MILLER: Okay. That's
8 good. Okay.

9 And I do have another question.

10 So, when Ms. Jackson concluded
11 that the lease wasn't valid because -- I mean,
12 the license wasn't valid because it had been
13 assigned did she point you t a regulation or
14 a statute as to what it was violating or
15 whatever? Did she show you?

16 MR. COHEN: My recollection, no,
17 she did not.

18 CHAIRPERSON MILLER: Okay. So,
19 while you're here. Ms. Jackson, did you do
20 that or did you just say from your
21 understanding of the law that it was?

22 MS. JACKSON: No.

1 CHAIRPERSON MILLER: Okay.

2 Any other questions? Okay. So, I
3 think that concludes our hearing and I know
4 this has been a long process. So, this is the
5 last leg of the process as far as I know. So,
6 we are going to consider everything that was
7 said, you know, today and the record as a
8 whole and we will make a decision with respect
9 to that provision whether you can get a
10 license or whether you should be denied a
11 license based on that for character and
12 fitness provision.

13 So, I'm going to read the
14 instructions for a closed meeting because we
15 will be consulting with our counsel and after
16 that we'll make a decision and issue an order.

17 So, this is how it goes.

18 This Chairperson of the Alcoholic
19 Beverage Control Board for the District of
20 Columbia in accordance with Section 405 of the
21 Open Meetings Amendment Act of 2010 I move
22 that the ABC Board hold a closed meeting for

1 the purpose of seeking legal advice from our
2 counsel on the case of Fever Bar and Lounge
3 per Section 405(b)4 of the Open Meetings
4 Amendment Act of 2010 and deliberating upon
5 this case for the reasons cited in 405(b)13 of
6 the Open Meetings Amendment Act of 2010.

7 Do I have a second?

8 MEMBER ALBERTI: Second.

9 CHAIRPERSON MILLER: Mr. Alberti
10 seconded the motion.

11 I'll now take a roll call vote on
12 the motion before us.

13 Mr. Brooks?

14 MEMBER BROOKS: I agree.

15 CHAIRPERSON MILLER: Mr. Alberti?

16 MEMBER ALBERTI: I agree.

17 CHAIRPERSON MILLER: Ms. Miller
18 agrees.

19 Mr. Jones?

20 MEMBER JONES: I agree.

21 CHAIRPERSON MILLER: Mr. Jones

22 agrees. The vote is four, zero, zero. The

1 motion passes. I hereby give notice of ABC
2 Board will hold a closed meeting in the ABC
3 Board Conference Room today pursuant to the
4 Open Meetings Amendment Act of 2010 and issue
5 an order within 90 days.

6 Okay. That's it. Good luck.
7 Have a good holiday and I hope we get an
8 answer to you as soon as we can.

9 MR. COHEN: Thank you.

10 The Board has another hearing
11 scheduled for this afternoon. Uncle Lee's
12 Seafood. I think we're going to take a short
13 recess before we start that hearing.

14 So, the parties are here.
15 Certainly can take a five-minute break for
16 sure and we'll recess now and then return not
17 before five minutes.

18 MEMBER ALBERTI: Should we plan to
19 be back at 3:00?

20 CHAIRPERSON MILLER: 3:00 is fine.

21 Okay.

22 MEMBER ALBERTI: Okay.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

CHAIRPERSON MILLER: 3:00. All
right.
(Whereupon, the above matter was
concluded at 2:48 p.m.)

A	<p>agreed 9:4,11 10:8 25:3</p> <p>agreement 8:17,20 9:19 10:12 18:15 18:16,18 19:8,17 23:22 25:2 41:19 46:2 53:18 60:10</p> <p>agrees 63:18,22</p> <p>air 35:11 37:7</p> <p>Alberti 1:20 18:13 18:14,21 19:3,10 19:13,20 20:6,17 21:6,15,18 22:17 22:20 24:18 25:9 25:12 26:3 52:5,6 52:12,15 53:5,10 53:22 54:5,8,16 56:18 57:5,10 63:8,9,16 64:18 64:22</p> <p>alcohol 16:12 35:14</p> <p>Alcoholic 1:2,12,13 2:21 62:18</p> <p>alert 55:3</p> <p>alive 39:20</p> <p>allow 39:15</p> <p>allowed 9:6</p> <p>allowing 10:3</p> <p>Amendment 62:21 63:4,6 64:4</p> <p>amount 26:13</p> <p>ANC 1:8 2:6 16:8 56:5</p> <p>and/or 37:3</p> <p>answer 11:14 14:5 14:7,10 16:20 21:7 31:3 34:19 37:9 43:10 45:1,8 64:8</p> <p>answers 42:16</p> <p>antagonize 59:18</p> <p>anyway 37:7 40:15 45:22</p> <p>apple 29:12</p> <p>Applicant 3:22 4:2 47:22 48:9 49:5,9 49:22 52:14,17</p>	<p>53:2,20 55:10</p> <p>application 1:9 9:13 10:10,12 12:17 15:20 16:9 20:5 30:1 47:21 50:7 56:6 61:6</p> <p>applied 12:11 25:18</p> <p>applies 46:8</p> <p>appreciate 7:22 33:8,10 35:18 37:14,20</p> <p>appreciation 33:15 33:22</p> <p>apprised 25:14 58:4,6</p> <p>approved 12:16 16:5 30:2</p> <p>April 38:10</p> <p>arises 5:22</p> <p>arrangement 8:15 8:20 10:5,6 24:14 24:20,20 45:10,16</p> <p>arrangements 9:15</p> <p>asked 23:1,20 51:15 52:2 59:20</p> <p>asking 36:14 43:15 48:9</p> <p>assessment 59:10</p> <p>assign 50:5,18 51:22</p> <p>assigned 10:18,22 14:4 38:10 41:20 42:2 50:4 52:22 61:13</p> <p>assignee 46:9 60:11</p> <p>assigning 52:16</p> <p>assignment 8:7 11:7 12:1 13:20 14:16 15:11 18:20 19:7 20:8,22 21:5 41:15,17 56:13 59:13,22 60:9,9 60:12,18</p> <p>assignor 60:13</p> <p>assistance 7:22</p> <p>assume 20:18,19</p>	<p>assumed 20:9</p> <p>attempt 8:12 15:15 42:22</p> <p>attempting 38:17</p> <p>attempts 42:10</p> <p>attended 16:11,12 16:13</p> <p>attention 35:10 41:5</p> <p>attorney 9:20 10:5 25:16 28:16,21 29:4,5,10 57:13 57:18</p> <p>auspice 30:20</p> <p>authorized 35:16</p> <p>aware 5:1 27:10</p> <p>awareness 16:12</p> <p>awhile 49:2</p>	<p>Beverage 1:2,12,13 2:22 62:19</p> <p>beyond 27:4</p> <p>big 40:4 48:19,20</p> <p>biggest 38:5</p> <p>bit 29:1</p> <p>bite 29:11</p> <p>board 1:2,13 3:15 3:21 4:4,9 6:15 7:11,15 9:19 14:12 15:17,18 16:19 18:12 27:11 62:19,22 64:2,3 64:10</p> <p>borders 36:1</p> <p>break 64:15</p> <p>brevity 9:4</p> <p>bridge 25:21</p> <p>brief 9:20</p> <p>bring 21:12 31:13 47:1</p> <p>bringing 11:22 32:18</p> <p>brings 36:1</p> <p>broader 17:17,18</p> <p>broken 26:17</p> <p>Brooks 1:21 26:5,6 26:11,16 27:9,13 27:17,21 28:15,18 29:8 54:19,20 63:13,14</p> <p>brought 5:11 35:9 41:4</p> <p>building 1:13 39:10 40:3 41:11</p> <p>business 8:15 29:4 29:6 36:21 39:22 42:6 45:9 48:2,3 48:14 49:6,8 50:9 53:19,21</p> <p>busy 28:11,12</p>
			B	
			<p>b 17:17</p> <p>back 21:14 31:10 32:10 38:7 43:6 48:16,17 64:19</p> <p>background 21:3</p> <p>bad 36:16</p> <p>band 32:21</p> <p>Bar 1:6 2:4,11 63:2</p> <p>barely 46:20</p> <p>bartending 16:11</p> <p>based 4:13 33:12 45:16 62:11</p> <p>basically 5:20 24:6 24:8 49:3,17 58:4</p> <p>Beg 51:13 53:9</p> <p>began 10:14 23:5</p> <p>beginning 26:19 34:10 38:20 41:9 47:21 48:8,15</p> <p>believe 5:4 8:4,18 14:1 16:17 17:1 34:5 51:15 61:3</p> <p>believed 42:9</p> <p>best 8:21 20:22 35:10</p> <p>better 36:11,11 37:14</p>	<p style="text-align: center;">C</p> <p>call 2:4 24:9 63:11</p> <p>called 18:3 34:12</p> <p>calling 43:15</p> <p>calm 38:17</p>

canceled 14:20	30:6	58:5,10,17,20	contention 11:3,4	date 60:16
candid 34:22	characterize 38:1	59:6 60:8 61:2,6	contested 3:3,12	day 14:11 45:1
carried 14:20	characterizing	61:16 64:9	5:16	days 15:21 56:9
case 1:9 2:4 8:11	45:7	Columbia 1:1	contingent 27:2	64:5
23:15,18 34:2	charge 53:16	62:20	continue 22:12	deal 27:2 40:21
63:2,5	check 13:18 44:9	come 2:6 17:20	35:14 36:7 39:18	42:5
category 17:18	checking 43:8	25:2 32:12 36:22	49:6	dealing 28:12,13
caterer 47:1,1	chiefly 8:5	55:18	continued 21:15	deceive 15:15
caution 35:11,13	choice 34:14	coming 7:11 33:7	39:4,8	December 1:11
36:6 37:8	choose 7:10	37:15,20 38:15	continuous 11:19	16:6 32:6 44:19
caveats 45:17	chose 35:13 36:4,5	39:3,6 40:19 56:9	contract 25:17	decide 36:3
cease 31:3	circumstances 36:7	common 11:17	26:13,20 45:14	decision 54:5 62:8
certain 3:22	cited 63:5	communicated	control 1:2,12,13	62:16
certainly 10:6 13:4	claim 27:22 43:16	24:7	11:20 51:5 62:19	defer 13:1
14:8,14 22:6,15	clarification 35:21	communicating	conversation 22:4	definitely 53:2
23:11 28:4 33:17	36:11	37:18	24:11 53:1 58:1	definitive 30:18
33:21 34:15,21	clarify 21:7	communication	conversations 22:1	deliberating 63:4
43:14 57:19 58:5	clarity 37:8	20:4 21:22 28:10	22:16 51:18 52:8	denied 62:10
59:12,17,20 64:15	clause 45:19 46:5	company's 9:9	52:11,13 54:13	deny 4:9 10:20
Chair 1:14 26:7	53:15,17 59:14,15	completed 45:20	59:11,19	derive 26:13
29:13,17 46:11	59:21 60:7,17	completely 9:18	cool 41:2	described 33:14
Chairperson 1:19	clear 12:20	15:17	copies 8:18	desperate 36:19,19
2:3,12,16 3:1 5:6	clearly 30:15	compliant 13:13	copy 17:7 18:15,16	despite 16:13
5:9 6:22 7:8,14	close 41:14 60:6	complicated 15:5	18:17 19:20	determination 55:1
17:4,10 18:11	closed 62:14,22	concern 3:16 29:9	correct 20:13 21:18	determine 3:22
26:5 29:14 46:12	64:2	36:2	30:21	Diane 2:20
47:4,15 50:1 51:8	cocktail 47:2	concluded 61:10	correctly 23:10	difference 18:22
51:11,14 52:4	Cohen 2:9,10,15	65:4	56:5	different 3:7 35:19
54:19,21 55:8,13	3:3 5:4,7 6:21 7:7	concludes 62:3	cost 58:8	difficult 28:6 31:6
55:17,20 56:1,11	7:12,17 17:8,21	condition 33:13	counsel 53:8,12	38:19
56:16 57:12,17	18:14,19 19:2,5	confer 51:9,16	62:15 63:2	difficulty 35:17
58:3,7,9,15,18,22	19:12,18 20:3,15	Conference 64:3	counting 35:3	dire 39:7
60:5,22 61:4,7,18	20:19 21:9,17,21	confusion 48:19,21	couple 5:18 29:18	direction 14:22
62:1,18 63:9,15	22:19,22 24:22	consent 60:21	course 45:15	discuss 22:17 47:22
63:17,21 64:20	25:11,13 26:10,12	consequence 33:9	crawl 41:9	49:18,20
65:1	26:17 27:12,15,19	consequences	criteria 4:1,1	discussed 8:19 46:4
chalk 43:22	27:22 28:17,20	33:16	cross 5:14	discussion 11:5
challenge 30:10	30:4,7,22 31:6,18	conservative 38:3	crux 10:15	13:21 22:21 24:5
32:10	31:22 32:4,8	consider 7:21 23:2	CT 1:8	24:16 40:9 43:14
challenges 29:20	33:17,20 34:6	23:21 45:9 62:6	current 29:4,22	46:7 60:4
change 12:4,11,12	37:17 38:1 42:14	consultation 25:15	currently 15:2 27:3	discussions 10:19
40:12	42:17 43:11,19,21	consulting 62:15	28:21	31:12 34:17
changed 27:6	44:8,12 45:18	contact 22:3,8,10	cut 31:11	District 1:1 62:19
character 4:2,12	46:3,20 51:12,14	42:13 57:9		DJs 32:22
5:21 6:19 17:15	52:14 53:22 54:1	contacted 10:13	D	documentation
59:4 62:11	55:21,22 56:2,15	49:19	danger 39:21	16:15 18:6 38:9
characterization	56:20 57:12,16,19	contempt 8:2	Darrell 2:10	documented 8:17

27:6 documents 17:6,10 17:17 19:1 doing 13:3 49:21 50:9 58:19 DONALD 1:21 door 31:9,14,15 32:14 doors 41:14 doubt 45:12 52:18 doubted 54:3 drafted 21:5 driver 36:12 due 26:19,21,22 D.C 1:14	59:10 60:6 examine 5:14 expect 44:2 45:1 expected 25:19 37:5 expecting 31:5 expenses 58:13 experienced 13:2 expertise 29:1 explain 49:9 50:6 express 52:18 extent 24:10	financially 31:2 find 4:4 29:2 58:1 Finding 1:8 4:9,14 4:19 5:18 17:13 fine 5:10 24:12,14 42:3 43:5 64:20 fire 25:7 firm 30:17 first 4:16 7:17 9:13 18:3 44:2 60:16 fit 4:3 5:21 6:19 8:12 17:15,18 fitness 16:18 59:5 62:12 five 64:17 five-minute 64:15 floor 7:12 follow 11:5 21:19 43:9 44:17 45:4 food 46:17 47:2 force 23:19 25:7 foreclosure 36:16 forget 2:13 forgiveness 35:5 forgot 52:2 form 15:14 25:8 forth 48:16,17 forward 2:6 3:6 4:22 5:5 found 14:12 four 63:22 Friday 18:3 friend 7:21 friends 32:22 front 31:19 32:5 further 11:16 26:3 47:5 future 29:10	generated 37:6 geographer 58:17 getting 27:3 28:11 29:11,21 36:18 give 6:14 7:10 12:21 24:9 28:2 64:1 given 7:22 10:17 28:18 30:11 go 3:6 4:22 5:5 17:11,17 26:1 36:15 49:7 53:11 57:22 58:12 goes 56:4 59:3 62:17 going 2:4 18:5 24:2 27:10,18 28:4,19 31:8 35:4 38:7 39:1 40:20 43:15 44:1 45:2 47:8 48:12,16,17 60:2 62:6,13 64:12 good 2:9 4:2,6,12 6:19 15:16 17:15 30:19 37:18 40:15 40:21 61:8 64:6,7 gotten 14:10 32:16 grace 39:13 grain 13:5 granted 5:22 25:20 ground 28:12 32:17 guess 20:22 29:8 33:6 34:1 40:2,6 guessing 13:1 Guide 18:5 guy 40:20	59:19 happening 38:8 53:11 happens 3:11 46:1 happy 16:20 hard 31:22 hear 6:10,17 13:20 14:5,9 21:14 24:15 30:14,17 heard 6:12 11:2 30:16 56:13 hearing 1:8,13 2:17 3:4,7,12,15 4:9,11 4:14,19 5:1,15,16 5:19,20 8:19 12:11 14:1,6,14 14:14 17:12 60:6 62:3 64:10,13 heart 15:6 help 37:11,12 helpful 44:4 HERMAN 1:22 hey 25:5 36:15 41:1 43:8 hide 15:15 highlight 5:17 hold 28:6 62:22 64:2 holder 20:11 49:1,2 49:11 hole 41:8 holiday 64:7 honest 21:9 honestly 16:3 25:19 28:9 41:10 44:14 hook 41:17,21 hope 15:18 16:18 39:15 64:7 hoping 33:1 hosting 27:7 HR 12:4 HR-57 8:7,16 10:16 12:8,12 14:18 15:10 18:7 32:15 34:12 HR-57's 52:18 HR_57 11:1 27:8
E	F	G	H	
early 16:13 earth 9:16 easily 38:4 Editor's 18:4 effect 5:12 14:8 52:16,17 either 53:18 element 31:12 employee 39:12 58:16 ended 15:21 enforcement 55:3 engaged 45:14 engaging 43:7 entity 30:15,17 essence 9:21 essentially 12:8 21:2 44:5 establishment 11:18 16:1 36:4 46:18 55:15 estimate 31:21 event 18:2,7,8 27:7 60:11 events 4:13 46:22 eventually 44:18 55:14 evidence 3:10 exact 20:16 26:12 exactly 13:15 58:1	face 15:19 facing 29:20 fact 1:7 3:18 4:8,14 4:19 5:18 9:12 10:17 13:5,6,14 14:2 16:14 17:13 23:4 35:2,3 38:2 38:16 50:2,11 factor 40:7 facts 3:13 17:13 Fact-Finding 3:4,7 3:15 fair 30:5 37:22 45:3 fairly 38:3 faith 15:16 family 33:1 far 9:18 24:11 62:5 February 18:8 Federal 39:12 58:16 feel 44:13 45:12 fees 51:2 felt 29:19 30:1 fever 1:6,6 2:4,10 12:6,12,15 32:14 49:5,17 50:12 53:15 63:2 file 23:14 files 18:17 final 26:21 finally 42:15 financial 38:20 40:1 45:6	gain 49:7 gather 3:9 gathering 3:12 general 6:15 29:4,6 53:8,12 59:4 generally 4:2 17:15 generate 39:11	habit 12:22 hand 7:2 9:17 25:7 47:10 handle 44:5 hands 27:6 happen 34:8,9 happened 26:2	

huge 40:1	interest 35:11	29:16 30:5,9 31:1	known 49:3	let's 31:10
<hr/> I <hr/>	interested 17:5	31:10,20 32:2,7	knows 15:6	level 33:21
idea 6:15 7:11	19:14,15	33:6,19 34:4,21	<hr/> L <hr/>	liable 11:9 59:16
identify 2:7,18 60:6	interim 14:13	37:22 42:8,15,20	laid 59:8	license 1:8 2:5 3:18
ignored 13:5	interpretation 8:6	43:17,20 44:7,11	landlord 19:6,8	3:19,21 4:5,10
illuminate 8:13	34:16 52:19	45:3 46:1,10	41:11 46:4,8	5:22 6:2,3,9 8:8
imagine 8:9 23:1	interpretations	54:21 63:19,20,21	60:21	8:21,22 9:1,5,7,8
impact 33:11	35:20	judgment 13:2	law 14:2,7 29:4,6	10:1,3,16,17 11:1
impacted 31:2	interpreting 20:21	July 15:21	52:19 61:21	11:13 12:5,7,13
implication 15:10	23:10	June 32:6,7 38:7	lawyer 24:12 25:10	12:14,16 13:7
implications 59:21	invalid 14:4,19	39:1	25:13 58:12	14:4,18,19,20,21
important 8:14	34:3	<hr/> K <hr/>	lawyers 42:4 58:8	14:22 15:2,10,12
19:11	investigation 23:5	keep 39:19 42:6	lease 6:5,6 8:7	16:4,7,11,14
impossible 39:10	investigator 13:14	58:3	10:18 11:6,8,12	20:10,12 22:8
impress 38:16	15:22 31:16 56:10	keeping 15:1,3 48:5	12:1 13:19 14:3	23:2,8,19,20
impressed 23:11	56:12	49:14 56:22	14:16 15:11 18:1	24:17 25:6,18,19
impression 12:22	involved 36:14	keeps 50:20	18:15,17,19 19:4	25:22 27:1,3 28:7
27:14,18,20 28:3	issue 10:2,15 62:16	kept 25:13 48:8,16	19:7,14 20:8,9,11	29:21 30:21 31:4
28:3	64:4	48:17 58:5	20:21 21:4 27:8	32:12,14,15 33:5
impressions 28:2	issues 3:21 23:4	key 15:13	34:14 38:9 40:16	33:12 34:2,12
incapable 13:8	<hr/> J <hr/>	kind 29:19,22	41:15,19,21 42:3	39:2 40:12,14,21
incident 18:9	jackson 2:17,20,20	36:18 42:12	46:2,5,9 49:10	45:21,22 46:6,22
including 60:15	4:17 5:14 6:8	knew 9:18 24:12	50:3,6,11,12,14	48:2,4,5,14 49:1,2
income 39:11	7:21 10:13,20	35:6 36:8	50:18,19,22,22	49:11,12,13,14
incurring 58:12	11:11,22 13:17	know 5:21 6:16	51:22 52:17 53:15	50:15,20 51:1,6
indicate 23:7	16:22 20:1,1	7:10 9:14,21 13:6	53:18 56:13 59:13	52:18,21 53:21
indicated 13:18	21:11,19 22:9,14	14:10,11,15 15:5	59:16,22,22 60:9	55:1,2,12 56:21
individual 45:10,12	24:5,7,16 30:16	16:1 18:16 21:2	60:14,20,20 61:2	57:2,4,15 60:1
individual's 30:21	33:13 34:18 35:7	22:4 25:7,15,17	61:11	61:12 62:10,11
infallible 13:8	40:7 41:4 42:13	28:10,12 29:2,9	leasee 46:6	licensed 36:3
information 3:9	42:14,17 43:3,8	29:10 31:8,9	leave 2:13 5:7	licensee 2:21 29:22
4:7 56:3	43:12 44:3 46:16	32:17,19,21,22	10:22	licensure 4:3 6:20
initial 24:4,20	47:6,14,20 50:5	33:1 34:3,8,9,11	led 53:11	8:12 16:18 17:16
26:18	51:10,13,17 52:6	36:15,21 38:17	Lee's 64:11	17:19 59:5
initially 23:1	52:10,13,20 53:9	39:14 40:5,8,13	left 39:9	life 38:5
ins 15:6	53:13 54:4,6,10	41:6,10,12 42:4	leg 62:5	limbo 32:13
inside 32:20	54:17,18,22 55:5	43:6,22 44:10,20	legal 9:22 13:19	line 60:10
insisted 13:11	55:9,16,19 56:18	44:21 46:7 47:6	21:1,3,12 30:14	liquor 8:21 39:2
23:12	57:1,7,11,14	48:8,10,17 51:3,4	30:17 34:11 44:9	45:21 46:6
installments 26:18	59:18 61:10,19,22	52:1,3 53:1 55:6	44:17,22 51:9,16	listening 47:17
26:19,20 27:5	Jackson's 13:1	55:11,18 56:7,8	52:1 60:3 63:1	little 17:17 29:1
instance 36:5	44:16 59:10	56:12 58:11 59:3	legalities 14:15	36:11
instructed 55:10,10	January 26:21	60:1 62:3,5,7	21:4	live 32:21
instructions 62:14	job 37:18 39:12,16	knowing 44:2	legality 14:12	LLC 1:6
insurance 60:15	39:19 58:16	knowledge 11:18	legally 6:2	located 2:5
intent 50:19	Jones 1:22 29:15	49:20 54:11	letter 45:13 56:6,9	location 12:9 18:1
				18:2 28:11 34:13

49:12,14 50:14,15 50:20 51:1,6 long 13:3 58:18 62:4 longer 11:1 20:11 20:12 34:13 49:11 49:12,15 50:3,13 50:13 52:21 53:3 look 60:19 looked 32:9 looking 4:8 35:8 lose 37:3 loss 40:1 lost 38:21 lot 28:9 32:18 33:4 34:8 37:1,2,6 39:3 56:3 58:11 Lounge 1:6 2:4,11 63:2 luck 64:6	62:22 64:2 Meetings 62:21 63:3,6 64:4 meets 3:22 Member 1:20,21 1:22 18:14,21 19:3,10,13,20 20:6,17 21:6,15 21:18 22:17,20 24:18 25:9,12 26:3,6,11,16 27:9 27:13,17,21 28:15 28:18 29:8,16 30:5,9 31:1,10,20 32:2,7 33:6,19 34:4,21 37:22 42:8,15,20 43:17 43:20 44:7,11 45:3 46:1,10 52:6 52:12,15 53:5,10 53:22 54:5,8,16 54:20 56:18 57:5 57:10 63:8,14,16 63:20 64:18,22 Members 3:15 6:15 7:15 mentioned 16:9 44:3 45:5 mere 15:21 mess 51:21 met 1:13 Miller 1:14,19 2:3 2:12,16 3:1 5:6,9 6:22 7:8,14 17:4 17:10 18:11 26:5 29:14 46:12 47:4 47:15 50:1 51:8 51:11,14 52:4 54:19,21 55:8,13 55:17,20 56:1,11 56:16 57:12,17 58:3,7,9,15,18,22 60:5,22 61:4,7,18 62:1 63:9,15,17 63:17,21 64:20 65:1 million 45:2	mind 11:15 13:17 33:8 37:11 53:7 mine 7:12 24:17 40:22 minutes 64:17 miracle 41:10 miscommunicati... 15:8 35:19 missing 13:8 misunderstanding 8:5 13:22 15:9 17:2 35:19 money 26:9 27:5 32:18 36:14 37:1 37:6 38:15 39:3,6 39:18 40:18 58:8 58:10,13 month 38:14,22 39:1 40:18,19 41:7 monthly 18:2 27:7 months 39:5 59:19 moot 16:3 29:22 mother 54:14 motion 63:10,12 64:1 motivating 40:6 move 7:1 62:21 Mr.Alberti 63:15	Nightclub 1:6 nine 15:21 normally 50:16 notarized 9:12,17 noted 12:10 23:6 notice 64:1 notified 60:3 number 6:1 10:19 22:1,2 31:19 46:22 numbers 32:5,9 nutshell 20:16 N.W 1:14	35:3 62:21 63:3,6 64:4 opened 31:14 operate 9:6 12:3,6 12:13 21:16 30:19 30:20 35:13 36:3 36:7 38:14 40:4 40:11 41:9 46:21 49:6 51:22 57:2,3 operated 15:16 31:15 operating 3:17,19 4:5 6:1,2,9 11:19 25:22 33:12 35:12 46:18 operation 11:20 13:12 38:4,22 operations 31:3 opinion 10:21 15:18 21:1 41:13 opportunity 5:13 7:19 opposed 35:12 optimistic 38:18 ordeal 38:19 order 31:5 62:16 64:5 original 11:8 18:19 19:3,14,18 41:21 46:5 59:16 60:19 60:20 61:2 originally 42:9 outcome 13:21 22:21 24:15 60:4 outlined 8:20 outright 9:6 10:2 outs 15:6 outset 7:20 23:16 38:21 44:4 owner 8:16 ownership 9:1 owner/manager 2:10
<hr/> M <hr/> Madam 26:7 29:13 29:16 46:11 making 15:14 managed 18:8 manager 12:3,8 40:11 manager's 12:7 16:10 40:12 managing 18:2 market 32:11 marketing 33:4 matter 1:5 4:16 8:1 13:6 34:4 36:15 56:8 65:3 matters 29:3 mean 5:20 11:11 20:4 24:11 28:5 31:11 40:4 42:1 42:14,19,21,21 44:1,19 57:21 59:18 61:11 means 39:12 mechanism 35:5 meet 45:13 60:11 meeting 1:3 62:14		<hr/> N <hr/> name 2:10 9:8,9,16 12:11,12,16 31:15 nature 43:13 nay 30:18 NE 1:7 2:5 8:8 need 24:8 29:1 34:19 44:13 needed 13:18 22:3 22:8 negotiated 25:1 never 11:13 49:18 49:19 52:2 54:6,6 54:11,13 57:9 new 1:9 3:21 28:11 50:10,11 NICK 1:20	<hr/> O <hr/> oath 4:18,20 obligated 60:13 obligations 60:12 obtained 9:8 obviously 25:1,5 28:1 34:7,19 37:21 46:21 56:2 occurred 49:4 October 26:22 offer 16:3 official 35:9 officials 13:1 oh 43:5 52:12 okay 2:3,12,16 3:1 5:6,9 6:22 7:3,8 18:11 19:12 20:17 29:8,13,14 30:9 31:1 32:2 37:17 39:11 41:2 43:5,7 43:17,20 44:7 46:10,12 47:4,15 50:6 52:4,12,15 55:8,20 56:1,11 56:16 57:10 58:7 59:2 61:7,8,18 62:1,2 64:6,21,22 old 12:8 once 12:2 13:14 20:2 22:10 50:12 53:14 open 11:15 12:19 13:17 34:18 35:2	<hr/> P <hr/> page 60:8 paid 26:18 27:1,4

38:13,15,22 40:18 paint 38:6 painted 32:19 paper 57:22 paraphrasing 45:7 pardon 51:13 53:9 Parker 13:14 55:14 part 19:15 30:7,9 30:10 32:10 35:16 36:13 39:14 53:13 55:3 particular 15:7 17:9 47:18 parties 64:14 passes 64:1 passive 30:13 42:9 42:22 pay 11:10 26:8 28:7 39:4,9 40:2 41:18 paying 11:9 38:10 40:19 41:8 payment 60:15 pays 41:18 people 31:8 32:12 36:21 People's 18:3 perfectly 44:14 period 15:20 16:2 30:3 37:1,3,4,7 60:16 periodically 43:8 person 38:2,4 39:11 pertinent 8:10 Pick 18:5 picture 38:6 pill 40:4 pitched 10:6 placard 15:20 16:2 48:10,11 place 4:13 12:5 18:7 39:14,19,19 58:2 plan 64:18 please 2:6,19 41:5 47:11 point 6:18 7:13	8:13 9:4,13 11:3,4 11:16 13:16 15:13 16:4,4 20:7 21:16 25:11,16 33:20,22 34:1 37:19 39:5,8 39:17 40:2,10 42:12 45:19 47:3 47:19 51:9 53:5 59:9 61:13 points 8:10,13,15 position 33:3 possible 33:15 Post 18:4 potential 33:9 poussant 8:16 9:10 10:7 11:8,19 19:5 19:6,9,16 20:10 22:2,6,18 23:19 26:8 27:9 38:11 48:1,4,12,13,17 49:1,10,18,18 51:2 52:9,11 53:2 55:11 56:21 57:9 59:15 60:13 Poussant's 14:21 preliminary 4:16 4:21 prepare 5:3 prepared 3:6 4:22 5:5,11 6:18 present 1:16 7:19 presiding 1:14 pretty 20:4 21:22 24:10 32:20 59:8 previous 12:10 price 26:14 print 42:3 prior 11:22 13:16 17:22 27:8 40:10 proactive 44:13 probably 19:10 41:1 47:8 problem 48:1,7,15 49:17 53:17 problematic 9:15 problems 48:12 proceed 37:9	process 37:12 47:21 62:4,5 processed 12:17 48:20 promote 32:11 36:20 property 10:18 28:8 32:19 38:9 38:12 prospect 40:2 protest 16:8 provides 3:20 provision 62:9,12 psychologist 34:7 public 1:3 11:17 purchase 8:17 26:14 53:18 purchasing 53:20 53:21 purpose 63:1 pursuant 64:3 put 15:1 20:22 25:6 32:13 37:13 39:18 40:17 48:4 49:13 56:21 puts 44:21 P-R-O-C-E-E-D... 2:1 p.m 2:2 65:4	16:21 18:12 22:7 24:6 26:4 46:13 47:5 59:1 62:2 quick 46:14 quite 51:20 <hr/> R <hr/> raise 7:2 9:14 10:14 47:10 59:12 raised 10:4 24:5,6 30:11 59:14 reacted 59:11 reaction 57:6 read 42:3 62:13 reading 23:7 41:15 really 4:11 11:13 19:13,15 21:10 29:11 31:22 32:16 32:16 33:3 40:14 44:12 reason 4:6 12:18 36:13 reasoning 40:6 reasons 63:5 rebrand 12:5,14 recall 56:4 received 9:22 11:14 recess 64:13,16 reckless 36:1 38:2 recognize 33:10 recollection 6:11 8:22 61:16 record 2:8,18 3:14 6:7 17:20 18:10 61:1,1,5 62:7 redecorated 32:20 Reeves 1:13 refamiliarizing 23:5 referenced 29:18 referring 60:7 regarding 8:6,10 8:11,20 10:5 13:19 14:16 15:9 15:11 20:5 21:4 22:7 27:7 28:19 59:21	regardless 36:6 regular 4:19 20:4 21:22 regulation 2:22 14:3,8 61:13 regulations 23:6 reiterate 7:20 related 4:13 relation 4:7 relatively 30:2 relay 56:20 release 11:7 released 41:22 relying 35:1 remain 38:17 remember 32:9 57:5 reminded 52:3 render 13:7 rent 11:9,10 28:7 38:11,13,15,22 39:4,6,9 40:3,18 40:20 41:8,18,18 60:15 requested 22:1 required 23:14 requirement 23:9 resolve 23:3 42:22 resolved 43:4 respect 8:1 62:8 responsibilities 4:3 17:16 19:16 60:14 responsibility 17:19 20:9 55:2 Retailer 1:8 return 64:16 revenue 31:13 49:7 49:7 review 9:20 16:16 57:22 reviewed 9:19 reviewing 3:14 right 26:4,16 32:8 32:8 37:15 39:13 39:17 44:11 46:14 47:10 54:12,16 58:9,15 59:6 65:2
--	---	---	---	---

risk 35:22 37:3
38:5
roll 63:11
room 1:13 2:17
64:3
run 39:13
RUTHANNE 1:19

S

safe 15:1,3 48:5
49:13 56:22
sake 9:4
sale 45:20 48:3
49:8
sales 18:16
salt 13:5
sand 40:9
sat 51:18 54:15
saving 39:13
saying 42:2 43:4,18
44:20
says 32:14,15 41:17
46:5 60:10
scheduled 64:11
school 16:11
Seafood 64:12
second 12:22 41:13
63:7,8
seconded 63:10
Section 60:10
62:20 63:3
see 25:3
seek 29:9 35:21
37:8
seeking 63:1
sell 35:14 48:2,14
selling 33:12,13
46:17
sent 56:6
September 3:8
series 40:9
serious 10:4 25:15
39:21
seriously 44:16
service 47:2
severity 33:8
shape 15:14

shoes 37:13 40:17
short 30:3 31:5
37:4 64:12
shortly 16:5 25:20
56:5
show 61:15
showed 13:14
15:22
showing 56:10
shut 13:12 31:16
34:15,15 41:7
side 7:19 35:11
37:8
sign 2:13 9:16 25:8
32:13
signature 53:14
signed 9:11 10:8
19:4,17 25:17
40:15 49:10 50:11
50:12,21,22 53:14
simply 8:4 13:9,20
17:1 23:2
sir 30:8
sitting 43:13 47:16
situation 15:7
25:14,16 33:5
36:20 37:19 39:2
39:7 44:10 51:19
sold 40:20
somebody 55:14,14
soon 57:21 64:8
sorry 27:15 42:20
sort 6:6
sounds 34:22
space 50:19
speak 22:15 25:9
28:1 32:3
special 46:22
specialist 2:21 13:7
28:22
specialize 29:3
specific 6:17
specifically 11:7
41:17
specificity 31:7
specifics 29:7
spirit 45:13

spoke 19:22 20:1
24:18 54:14,15
staff 13:19 17:6
21:2,12 44:9,18
44:22
stand 7:2 16:22
standard 17:14
start 12:15 33:2
64:13
started 38:10
state 10:21
stated 8:22 12:2
14:3 30:6 40:10
statement 34:11
37:5
statements 30:15
states 11:8
status 8:7 10:15
11:5 14:18 15:9
15:11 22:7 59:22
statute 3:20 61:14
stead 30:19
stems 17:13
stopped 6:11
story 7:19
straight 36:17
straightened 24:9
straights 36:17
Street 1:7,14 2:5
8:8 48:7
stress 45:6
stretch 38:20
subject 5:19
submit 18:9
submitted 3:11
9:12 10:9,13 61:3
succeed 39:22
successful 18:8
sufficiently 5:2
supervisor 55:6
support 16:15 18:6
supported 16:9
suppose 43:22
supposed 41:3
sure 2:15 3:5 5:10
17:8 41:5,6,14
60:8 64:16

surrender 55:11
swallow 40:5
swear 7:3,4 47:8,9
47:12
switched 32:21
sympathesizes 28:4
sympathetic 28:8

T

t 57:8 61:13
table 59:8
take 13:4 21:7,10
30:13 44:15,20
45:15 52:1 60:2
60:19 63:11 64:12
64:15
taken 3:10 17:11
32:19 38:5
takes 15:18,19
16:19
talk 52:8 53:8,11
57:8,13,18 58:12
talked 17:14 22:5,5
53:16 57:9,20
talking 32:6 48:8
51:19 52:9,16
talks 17:14
taxes 60:15
technically 11:11
40:8,14
tell 3:4 7:4 18:22
42:4,17 43:13
47:12 54:1,2,3
telling 35:1 41:1
51:21
tells 24:13
temporarily 9:7
10:3
term 30:13 42:10
43:12
terms 19:14 20:16
29:20 36:2
testament 16:17
testified 51:15
testify 6:19 7:9
testimony 3:10
4:17 6:17 20:7

56:19
thank 3:1 7:18 17:3
17:4,21 26:6
29:13,16 46:10,11
54:16 57:10,11
64:9
thing 12:20 36:18
48:11 49:4 50:21
53:19 55:9
things 5:12,18 15:4
16:17 34:8 44:20
45:2,10,11
think 7:1 8:14 11:2
13:22 15:5,7
17:11,19 19:11
22:10 26:15,20,22
38:3 40:8,14
43:11 46:15 50:1
51:5 57:14 59:6,7
62:3 64:12
thinking 35:9
36:17
Thirteen/fourteen
58:20
thought 6:7 16:3
48:6
three-way 19:7
41:19
throw 35:13 36:5
thrown 41:11
time 4:18,19 5:14
13:3 28:5 30:3
31:12,14,16 33:10
34:1 36:19 37:1,3
37:4,7 39:14 44:2
44:20 58:12
times 20:2 22:2
29:19
Title 23:6
today 3:6 4:22 5:5
51:15 62:7 64:3
told 3:8 6:8 14:22
20:7,11,14 21:11
22:6,9 24:8,8,11
32:22 35:6 53:3
56:20 57:1,14
59:3

Tony 41:16,20	13:2 30:12 35:18	43:9 47:6 48:4,10	zero 40:18 63:22,22
tot 57:13	37:12,14 42:2	49:5,5,21	<hr/>
total 26:14	44:21 51:4,7 52:7	Washington 1:14	P
touch 22:11,12	56:19 58:8	18:4	<hr/>
tough 28:5	understanding	wasn't 4:6 10:11	p 1:5,10
trade 12:11,12,16	11:17 15:2 20:13	20:10 23:21 33:3	<hr/>
trading 12:15	23:3 36:12 41:16	36:17 37:6 43:4	\$
trail 57:22	47:3 60:1 61:21	43:14,16 50:10	<hr/>
training 16:12,13	understood 51:3	53:3 55:2 61:11	\$85,000 26:15
17:11	unfortunately 26:1	61:12	<hr/>
transaction 49:3	28:20	water 25:21	1
transfer 9:5 10:1	unresolved 13:10	way 12:6 15:14	<hr/>
23:8,15,19 24:2	use 10:3 24:1 35:4	20:22 35:12 39:17	1:43 2:2
24:19 25:6,8 50:7	40:22 42:10,18	40:10 48:3 50:19	12-CMP-00434 1:9
50:8,9,10,17	43:2,12	53:6 54:12	14th 1:13
transferred 9:2	<hr/>	weeks 16:2	1998 58:21
11:20 29:21	V	welcome 54:18	<hr/>
transferring 23:2	vacate 38:11	went 25:5 39:14	2
50:8	valid 10:17 11:1,13	49:15,16,20 55:14	<hr/>
transition 39:16	20:10,12 34:13	weren't 32:17,17	2 60:8
trickling 33:2	49:12,15 50:3	33:3 42:8	2:48 65:4
tried 22:10	51:6 52:22 53:3,4	we'll 6:9 62:16	2000 1:13
triggered 56:7	55:2 57:15 61:11	64:16	2010 62:21 63:4,6
trouble 35:8 37:16	61:12	we're 32:5 44:18	64:4
42:6	valuable 48:6	64:12	2012 1:11 32:7
trust 54:2	viable 10:7	whatsoever 8:3	23rd 15:21
trusted 21:13 44:5	violating 61:14	willing 23:21	25 23:6
truth 7:5,5,6 47:12	visit 56:8	wind 35:14 36:6	25-301 3:20
47:13,13	void 50:15	witness 7:1	<hr/>
try 22:12 29:2	voided 51:1	witnesses 5:12	3
42:22 45:15	vote 63:11,22	word 16:22 33:1	<hr/>
trying 36:10 40:20	voted 56:5	42:18 43:2 44:16	3 60:10
42:6 43:2 45:9	<hr/>	wording 59:13	3:00 64:19,20 65:1
48:13 49:9 52:7	W	work 42:12 43:3	<hr/>
59:17	wa 23:12	working 28:21	4
turn 15:17 46:15	wait 43:5	workings 56:3	<hr/>
twice 20:2	waited 24:15	wouldn't 23:17	4 60:10
two 16:2 18:22 27:4	waiting 13:20	42:18	405 23:7 62:20
39:5	30:13,14,16	writing 25:4	405(b)13 63:5
type 5:15 45:6	walk 31:8	written 18:4 60:17	405(b)4 63:3
t/a 1:6	want 3:4,5 5:17	wrong 20:18,20	<hr/>
<hr/>	7:16 12:20,21	24:13 35:6,7	5
U	15:13 17:12 34:5	<hr/>	<hr/>
unassignable 60:21	34:7,9 42:5 47:7	Y	5 1:11
uncertainty 30:11	47:15 48:1 51:3	yeah 30:18	57 6:3
Uncle 64:11	59:3	year 60:16	57's 12:5
understand 6:5	wanted 5:10 7:10	<hr/>	<hr/>
	21:1 41:12,13,13	Z	6
			<hr/>
			6A 1:8 2:6
			<hr/>
			8
			<hr/>
			816 1:7 2:5 8:8
			89716 1:8 2:6
			<hr/>
			9
			<hr/>
			90 64:5