

DISTRICT OF COLUMBIA  
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ALCOHOLIC BEVERAGE CONTROL BOARD  
+ + + + +  
MEETING

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IN THE MATTER OF: :  
:  
Mahogany, LLC t/a The Tap & :  
Parlour/Bohemian Caverns :Summary  
2011 11th Street, NW :Suspension  
Retailer CT - ANC-1B :Hearing  
License No. 74895 :  
Case #12-251-00380 :  
:  
(Chief of Police Closure :  
December 8, 2012) :

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December 13, 2012

The Alcoholic Beverage Control Board met in the Alcoholic Beverage Control Board Hearing Room, 2000 14th Street, N.W., Suite 400S, Washington, D.C. Ruthanne

Miller, Chairperson, presiding.

PRESENT:

RUTHANNE MILLER, Chairperson  
NICK ALBERTI, Member  
DONALD BROOKS, Member

MIKE SILVERSTEIN, Member

ALSO PRESENT:

MICHAEL STERN, OAG

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

(6:23 p.m.)

CHAIRPERSON MILLER: Okay. Our next and last case of the afternoon is a Summary Suspension Hearing, Case No. 12-251-00380, The Tap and Parlour/Bohemian Caverns, located at 2001 11th Street, N.W., License No. 74895 in ANC-1B.

At issue is a serious incident that occurred on December 8, 2012 that resulted in the alleged sexual assault of a patron.

As a result of this incident, the Chief of Police, Cathy Lanier, closed the establishment pursuant to authority under DC Official Code 25-827.

Chief Lanier submitted a letter to ABRA dated December 8, 2012 seeking revocation of the establishment's ABC License. The Board voted on December 12, 2012 to continue the suspension of the establishment's license.

The respondent requested a hearing

1 on December 12, 2012 under DC Official Code ^U  
2 25-826(c). Today the Board will be hearing  
3 testimony from the Office of the Attorney  
4 General, the respondent and their respective  
5 witnesses.

6 The purpose of the hearing is so  
7 that the Board can determine under DC Official  
8 Code 25-826 whether the operations of the  
9 respondent present an imminent danger to the  
10 health and safety of the public.

11 The Board will be announcing its  
12 decision at the conclusion of today's hearing.

13 The Board asks that the parties  
14 stick to the facts and issues related to the  
15 incident. The facts and issues are those  
16 contained in the Summary Suspension Notice  
17 dated December 12, 2012.

18 The Board is only interested in  
19 hearing about those matters that can be used  
20 to establish whether the establishment is an  
21 imminent danger to the health and safety of  
22 the public.

1                   The Board will begin this case by  
2                   hearing the opening statement from the  
3                   Government represented by Senior Assistant  
4                   Attorney General Mike Stern followed by the  
5                   opening statement of Mr. Rome on behalf of the  
6                   respondent.

7                   But before we get into any of  
8                   this, I'm going to let the parties introduce  
9                   themselves for the record.

10                   MR. STERN: Michael Stern  
11                   representing the District of Columbia.

12                   MR. KLINE: Andrew Kline on behalf  
13                   of the licensee.

14                   MR. ROME: Scott Rome also on  
15                   behalf of the licensee.

16                   MR. BROWN: Omrao Brown, one of  
17                   the owners of the establishment.

18                   CHAIRPERSON MILLER: Okay. So  
19                   before we get into opening statements for the  
20                   hearing, are there procedural matters that the  
21                   parties would like to bring to the Board's  
22                   attention?

1 MR. STERN: There are. The  
2 parties have negotiated an offer in  
3 compromise, which we hope the Board will  
4 accept to resolve this situation. It includes  
5 a 10 point plan, which I'm going to hand up to  
6 the Board. And I will read into the record.  
7 There is actually one or two typos on here.  
8 I will point them out when they -- I read  
9 through this.

10 CHAIRPERSON MILLER: Thank you.  
11 That makes it -- it's very helpful to the  
12 Board to follow along with a written document.  
13 And I also want to apologize to you all for  
14 the delay. I know you have been sitting here  
15 patiently for a couple of hours probably, that  
16 happens once in a while with some cases taking  
17 longer than we expect.

18 MR. KLINE: We want to thank the  
19 Board for hearing this so promptly. I know  
20 these hearings get delayed because of  
21 scheduling matters and we know that the Board  
22 accommodated us this afternoon and we

1 appreciate that.

2 CHAIRPERSON MILLER: Good. Okay.

3 MR. STERN: The agreement of the  
4 parties, which we hope the Board will accept,  
5 as an offer in compromise is:

6 (1) Both the employee involved in  
7 this incident who was there after hours and  
8 the manager involved shall be dismissed by the  
9 establishment prior to the establishment  
10 reopening.

11 Prior to the reopening, the  
12 establishment shall submit written procedures  
13 for closing the establishment on time and  
14 handling security breaches and identify new or  
15 current individuals employed by the licensee  
16 that will be responsible for ensuring the  
17 establishment closes on time. That's the  
18 first typo there. It should say closes there.

19 (2) There will be sexual assault  
20 train -- prevention training for all employees  
21 given by the Metropolitan Police Department  
22 within 30 days of today's date. The

1 Metropolitan Police Department, just so the  
2 Board knows, has already agreed to provide  
3 that training.

4 The establishment will obtain from  
5 the Metropolitan Police Department and have  
6 all employees review with the Metropolitan  
7 Police Department the educational materials  
8 that are ancillary to the training on how to  
9 prevent sexual assaults. That will be done  
10 within 30 days as well.

11 Those materials will be posted at  
12 the establishment and the materials will be on  
13 how to prevent sexual assaults. That will  
14 also be done within 30 days.

15 Prior to the return of the liquor  
16 license, the establishment shall fix the  
17 broken lock on the front door. The Board may  
18 have read in the investigator's report that  
19 when the police returned after the report, the  
20 front door, though bolted, was broken and was  
21 able to be opened. That has been fixed  
22 already, but that was one of the requirements

1 we have spoken about.

2           Prior to the return of the  
3 license, the licensee shall submit a security  
4 plan and that should read for the Agency's  
5 review and train all employees on the security  
6 plan. New employees hired after this training  
7 will be trained on a new security plan within  
8 -- on the new security plan within 10 days of  
9 their hire.

10           The security plan shall include  
11 information regarding the functioning camera  
12 system, both viewing and storage, security  
13 positions, incident log completion, ID checks  
14 and the procedure for contacting MPD and  
15 preserving a known crime scene.

16           Prior to the return of the  
17 license, the establishment shall fix two  
18 broken cameras. There were two cameras though  
19 not relevant to the investigation in this  
20 report, but there were two cameras that were  
21 discovered to be broken. They will have them  
22 fixed.

1 ABRA shall inspect the camera  
2 system and I believe that is going to happen  
3 tomorrow, to ensure that all four cameras are  
4 operable and that the system is recording with  
5 a 30-day backup.

6 My understanding is the system  
7 actually has a 45 day backup.

8 CHAIRPERSON MILLER: Okay.

9 MR. STERN: The establishment  
10 shall provide the Board with the  
11 establishment's plan to add a wireless camera  
12 system and additional cameras within 30 days.

13 (7) The security footage shall be  
14 provided to ABRA and the MPD within 45 -- 48  
15 hours of any request being made. I should  
16 note for the Board that that, indeed, did  
17 happen in this case.

18 The establishment shall be  
19 responsible for having someone who can  
20 download the establishment's security footage.  
21 Again, that did happen in this case.

22 The licensee shall obtain formal

1 security training for all staff within 30  
2 days. A continued Summary Suspension Status  
3 Hearing should be set within 45 days.

4 And the matter will be -- should  
5 be referred if the Board agrees with this to  
6 the OAG for a Show Cause on the violations  
7 that -- or violation that occurred on the  
8 night of the incident.

9 We believe with all of these  
10 things which, quite frankly, should be  
11 completed hopefully within a day or so, the  
12 establishment should be allowed to reopen.

13 CHAIRPERSON MILLER: Do you want  
14 to add anything, Mr. Kline?

15 MR. KLINE: I would like to make a  
16 statement and also correct just a couple of  
17 things.

18 CHAIRPERSON MILLER: Yes, okay.

19 MR. KLINE: First of all, I want  
20 to say that the establishment and its owners  
21 agree with, Madam Chair, your reference to a  
22 very serious incident. They agree the

1       allegations here are very serious and they  
2       take it very seriously.

3               As a result of that, over the last  
4       few days, they have done everything that they  
5       can to investigate what went on, why it went  
6       on and what can be done to make sure that  
7       nothing like it happens again, whatever  
8       happened, because even if the criminal  
9       allegations however they turn out.

10              There were also things that went  
11       on here that are not acceptable from the  
12       management's standpoint and also not  
13       acceptable we know from the Board's  
14       standpoint.

15              During the course of that  
16       investigation, we did learn that there was  
17       another employee who was on the premises who  
18       had come back onto the premises after the  
19       closing hour and she, too, has been  
20       terminated.

21              The establishment not only intends  
22       to do these things, but has already started to

1 do that. And I wanted to make the Board aware  
2 of that, that the ownership takes this very,  
3 very seriously as we know the Board does.

4 And the three employees have  
5 already been terminated, that's not something  
6 that needs to be done in the future.

7 The manager that was there was  
8 immediately suspended pending an investigation  
9 by ownership as to what went on. There was a  
10 feeling that he shouldn't be terminated  
11 immediately. Let's suspend him and find out  
12 during the course of the week, it became very  
13 clear that he needed to be terminated and has  
14 been terminated as have the other two  
15 employees.

16 We have copies of the letters that  
17 they were sent today reflecting their  
18 termination.

19 In addition, we have, which we  
20 will make available to the Board, a statement  
21 from the manager who was on duty, who was  
22 cooperative, frankly, in the investigation and

1 that was kind of a surprise, because he knew  
2 he was going to be terminated.

3 But he did give a statement in  
4 terms of what he saw from his standpoint. We  
5 certainly in doing this in no way would want  
6 to interfere with what the police were doing  
7 in any way. But we will make that available  
8 to the Board, so the Board can see what we  
9 have learned and certainly share with MPD and  
10 they can follow-up in any way that they deem  
11 appropriate with respect to the underlying  
12 allegation of a criminal offense.

13 The broken lock has been fixed.  
14 We have a receipt that reflects that it has  
15 been fixed. We have a photo that reflects  
16 that it has been fixed, that has been done.

17 A security plan has been  
18 completed. We have that for you. We will  
19 turn that into you now or turn it into ABRA,  
20 if the Board deems appropriate. It addresses  
21 all of the items that are required by the  
22 statute along with the items that are

1 referenced in Mr. Stern's offer in compromise.

2 Specifically, an issue that we  
3 know is very important is a map for assuring  
4 that the establishment is properly closed when  
5 it is supposed to be closed.

6 And to go into a little detail on  
7 that, because I'm sure the --

8 CHAIRPERSON MILLER: Yes.

9 MR. KLINE: -- Board is interested  
10 in that particular issue. Bohemian Caverns,  
11 which has been open for six and a half years  
12 relatively incident free, if you look at the  
13 investigative history, uses an outside  
14 security firm.

15 And we have Mr. Traveon Smith here  
16 today who is the principal of that firm. He  
17 works during the day as a licensed security  
18 guard in a D.C. Charter School and also takes  
19 on this responsibility in the evenings for  
20 this establishment. And he has been doing  
21 that for quite some time.

22 The change that will be made is

1 that he will not leave until the establishment  
2 is secured by the manager. Any employees that  
3 are done working, bartenders who finish their  
4 shifts will be required to leave the  
5 establishment when their shifts are finished.  
6 They will not be required to return or they  
7 will not be allowed to return, I should say,  
8 until they are due to work again.

9 No friends of employees will be  
10 allowed on the establishment after it has been  
11 closed for any purpose at all. The only  
12 people that will be there will be people  
13 involved in closing procedures and clean-up.  
14 And the manager, of course, and security will  
15 be there until that is done and then the place  
16 will be locked.

17 The security system is going to be  
18 reconfigured and we hope to have that done by  
19 the weekend, tomorrow?

20 MR. BROWN: Some time over the  
21 weekend.

22 MR. KLINE: Some time over the

1 weekend. In such a way that there will be  
2 monitoring of entries after the closing time.  
3 It so happens that Mr. Brown, I learned, as we  
4 were waiting for an earlier hearing to  
5 conclude, has a background in computer  
6 engineering, so he knows a little bit about  
7 this stuff.

8 And it will be set up so that if  
9 there is an entry after the close, he or one  
10 of the owners will be notified.

11 Given this incident, that's  
12 obviously something that has been lacking.  
13 Owners of the establishments as we have  
14 discussed in this room many times have to rely  
15 on employees and clearly the employees failed  
16 them in this situation.

17 But this will be a check that will  
18 go beyond what the employees can do or will  
19 do, so that ownership can be assured that the  
20 premises, once it is properly secured, that  
21 there is not reentry.

22 And a correction in terms of a

1 wireless camera system. That was what we  
2 talked about originally, because of the  
3 thickness of the walls, it may not be able to  
4 be wireless. But we would suggest that we  
5 substitute the words more extensive for the  
6 word wireless with the additional cameras,  
7 because we are not sure that it is to be  
8 wireless at this point.

9 What Mr. Brown envisions is a  
10 network system that could be used over the  
11 Internet and could be looked at from any phone  
12 or wireless device, in terms of externally,  
13 but internally it may need to be wired.

14 I think that is it in terms of the  
15 plan. All of the other items that have been  
16 outlined are certainly acceptable to the  
17 licensee. The licensee certainly regrets that  
18 we are here this evening.

19 You know, in our minds this is  
20 Washington's premiere jazz location. We had  
21 earlier, he had to leave, Charlie Fishman, he  
22 runs D.C. Jazz Fest, he was here to show his

1 support. Not directly relevant, except the  
2 issue that you have to decide is does this  
3 plan, given the previous operating history of  
4 the establishment, satisfy you that the  
5 reopening of this establishment does not  
6 present an imminent danger to public safety.

7 So we think that the support of  
8 the community, the track record of the  
9 establishment in terms of history, prior  
10 violations, the youth that is made in the  
11 establishment in terms of the type of music  
12 that they have is all relevant to your  
13 consideration as to whether this establishment  
14 constitutes the conditioning under the  
15 manager.

16 We also have a letter from  
17 Stephanie Peters, who -- which we will submit.  
18 She is a supporter of the establishment and  
19 wanted to make it known to you that she  
20 supports the establishment.

21 And in her experience for what  
22 kind of place it is in terms of the music and

1 so on and so forth, she is a prominent  
2 attorney in town. Some of you may know her.  
3 It's not particularly relevant.

4 But in terms of what she states,  
5 we think it is relevant, so that you are  
6 satisfied that this establishment will not  
7 present an imminent danger if you are to  
8 restore the license.

9 I'm happy to entertain any  
10 questions that you might have, any concerns  
11 that you might have or if there is something  
12 that you think we have missed in terms of the  
13 allegations that have been made to satisfy you  
14 that this establishment should be allowed to  
15 be reopened, we are happy to address those  
16 questions.

17 CHAIRPERSON MILLER: Thank you.  
18 Board Members? Who wants to start? Mr.  
19 Alberti?

20 MEMBER ALBERTI: Thank you for the  
21 presentation, Mr. Kline. And thank you, Mr.  
22 Stern, for working on this issue.

1 I'll get right to the heart of my  
2 concern. My concern is that, obviously, at  
3 least one employee, not several employees,  
4 felt comfortable having a party after hours.  
5 All right?

6 And I have to wonder why they felt  
7 comfortable? And so that's my concern.

8 So my question goes to how often  
9 do you -- I'm sorry, your name again, sir?

10 MR. BROWN: Omrao Brown.

11 MEMBER ALBERTI: Omrao? Mr.  
12 Omrao, how often do you meet with your  
13 employees and review procedures? And how  
14 often do you intend to be meeting with your  
15 employees and talking to everybody and sort of  
16 monitoring what is going on and getting a feel  
17 and reminding them of proper procedures, and  
18 I guess now with your new security person, to  
19 make sure you are comfortable that the  
20 employees understand going forward a year from  
21 now, two years from now what their  
22 responsibilities are?

1 MR. BROWN: Well, to answer the  
2 first question. To be honest, I'm not so sure  
3 how comfortable everybody felt. Traveon has  
4 been our security head for over six years now,  
5 was at the establishment just prior to the  
6 decision to continue on. He left because it  
7 was closed and our manager was there alone at  
8 the time with two employees.

9 I live at that building and I'm  
10 just getting the business to a place where I  
11 can not close out every night. So to answer  
12 your question, the first question, I guess, I  
13 spend a ton of time with my employees. All of  
14 them work very hard in that business and I'm  
15 there all the time.

16 I guess furthermore, you know,  
17 upon arrival, you know, all of my employees  
18 realize that there was a mistake made and, you  
19 know, that there is a lot of disappointment  
20 there. There is no misunderstandings about  
21 what is acceptable, even things that seem not  
22 to be a big deal, we stress on a regular basis

1       that the reasons that the policies are in  
2       place may not be apparent, but they are  
3       supremely important.

4               We have always done that. I have  
5       always passed that down. We have no issues  
6       like this when I'm in the building.  
7       Unfortunately, the manager on duty, you know,  
8       beyond our control, you know, violated our  
9       trust, obviously. And it resulted in the  
10      possibility for, you know, this allegation at  
11      least.

12             And, you know, I want to  
13      apologize, you know, to everybody here for  
14      that even being a possibility. It is not  
15      something -- you know, obviously, this is a  
16      dream of mine. Excuse me, I haven't even  
17      allowed --

18             MEMBER ALBERTI: That's okay.

19             CHAIRPERSON MILLER: Yes.

20             MR. BROWN: But you know, the  
21      reality is in the future I will continue to be  
22      at that building. Technology-wise, let me

1 correct just a couple of things with respect  
2 to the security system.

3           The way it works is actually there  
4 is a time frame by which the security system  
5 is supposed to be turned off and turned on.  
6 If it's not turned off by a certain time or  
7 excuse me, at closing if it's not enabled or  
8 alarmed, the alarm is not set at a certain  
9 time, I'll get a phone call just like this  
10 wherever that may be and that will go through  
11 a call.

12           So if one owner doesn't get it,  
13 the next call will trickle down. There are  
14 three of us. I'm the only one who is day-to-  
15 day.

16           CHAIRPERSON MILLER: Yes.

17           MR. BROWN: Trave also will be  
18 staying in the building. He will be  
19 responsible or his designated security person  
20 for the night. They are responsible until the  
21 manager locks and alarms the building. They  
22 do not report directly to our manager. Trave

1 is to report to me, so there is no direct  
2 ability for the manager on duty to affect  
3 their job or anything like that.

4           Once we close down and our  
5 customers are out of the building, the  
6 security of the building gets turned over to  
7 the security firm, not the manager on duty.

8           CHAIRPERSON MILLER: Yes.

9           MR. BROWN: So there is a  
10 secondary function there. The thought process  
11 there, they are buying, you know, ensuring  
12 that a mistake like this, even if we were to  
13 have a manager on duty who wanted to do this,  
14 he would require then somebody on the security  
15 firm to be in line with that, which we feel  
16 like offers -- that's about as much as we felt  
17 like we could possibly do.

18           We do take this very seriously,  
19 obviously, and, you know, to be honest, to  
20 answer your question, I don't feel like, you  
21 know, my employees felt comfortable. I spoke  
22 to all of my employees since then. Everybody

1       apologized to me profusely and they realized  
2       they have made mistakes.

3                     Unfortunately, they just are not  
4       people that we can have employed any further.  
5       So, you know, I think that's it.

6                     CHAIRPERSON MILLER:   Okay.

7                     MR. BROWN:   Hopefully I have  
8       answered your questions.

9                     MEMBER ALBERTI:   You have.   And I  
10      thank you very much for that.   Thank you.

11                    CHAIRPERSON MILLER:   Okay.   Mr.  
12      Brooks?

13                    MEMBER BROOKS:   Yes.   Thank you,  
14      Madam Chair.   Do you have a preventive  
15      maintenance program for your camera system?

16                    MR. BROWN:   Yes, although it is  
17      probably not as regular as it should be.   We--  
18      I literally just bought a new monitor for the  
19      security camera system on Cyber Monday and  
20      hadn't installed it yet and was actually  
21      wondering if I had spent the money in vain  
22      just because I saw a great deal.

1                   So we have been actively looking  
2                   at upgrading. We have actually had some  
3                   problems with trash as well as, unfortunately,  
4                   we have had some vandalism to our HVAC system  
5                   on the roof of the building. And we are  
6                   already looking at upgrading cameras for those  
7                   purposes.

8                   So we had already been researching  
9                   both new alarms and camera systems prior to  
10                  this. So prior to that, we have not had a ton  
11                  of incidents. I have reviewed footage on a  
12                  somewhat regular basis. I have had the guy  
13                  who did the installation initially, when I do  
14                  encounter problems, he comes back in, but he  
15                  has not been regularly servicing the cameras.  
16                  Although we haven't had a ton of problems with  
17                  them. They have been working until very  
18                  recently.

19                  MEMBER BROOKS: Okay.

20                  MR. BROWN: There don't seem to be  
21                  intermittent wiring problems.

22                  MEMBER BROOKS: Okay. Because I

1 noticed you had two broken cameras. Is that  
2 correct?

3 MR. BROWN: There are -- well,  
4 they are not necessarily broken. The wiring  
5 run to them -- if we go back enough in time,  
6 that video probably will show up on the  
7 recording. So I walk in, for example, and all  
8 12 cameras that we have in the building  
9 currently will be visible.

10 Some days some of the video may go  
11 out. So they are not completely broken, but,  
12 obviously, there are some problems.

13 MEMBER BROOKS: Okay. But do you  
14 agree that perhaps a preventive maintenance  
15 program ongoing would be helpful?

16 MR. BROWN: Absolutely.

17 MEMBER BROOKS: Okay. So is that  
18 something you are committed to do?

19 MR. BROWN: Yes. And we are  
20 hoping to be able to use some technology that  
21 doesn't require wiring at all.

22 MEMBER BROOKS: Okay. Okay. And

1 your training program for all your employees.  
2 Now, what about your new employees?

3 MR. BROWN: When we get a new  
4 employee in, generally I have them do three  
5 things. One, they sit down with me, so I  
6 guess really that's three.

7 The first thing they do is meet  
8 our manager. They get materials. There are  
9 some orientation things we record, generic  
10 information. They then sit down with our  
11 manager, who talks them through, you know,  
12 various -- their job roles, etcetera.

13 We also walk them through the  
14 entire building, so they understand where they  
15 are, what things they are supposed to be doing,  
16 where they are supposed to be, etcetera.

17 And I guess move them forward  
18 after they -- there is an employee manual that  
19 they are also given. Periodically, we have an  
20 all employee training as well.

21 Let me finish this, the last thing  
22 they do is they sit down with me. I sit down

1 with every employee that we hire. It may not  
2 be on their first day, but it definitely is as  
3 soon as possible.

4 Periodically, we have all employee  
5 meetings. We find that our staff gets a  
6 little loose here and there, so on a regular  
7 basis, we sit down with everybody and  
8 reiterate importance of kind of all our  
9 policies. And anything specific to any  
10 behaviors that -- of any single employee.

11 We use it as a training example.  
12 Anything from basic customer service issues  
13 straight through, obviously, security or  
14 violations or any potential illegal activities  
15 are included as well.

16 MEMBER BROOKS: Okay. Well, just  
17 let me just finish that I was really  
18 disappointed to learn about what perhaps had  
19 been alleged that occurred. You have one of  
20 the finest, in my opinion, venues as far as  
21 jazz on the east coast. And I really enjoy  
22 going there myself. So I just hope things

1 will straighten up for you.

2 MR. BROWN: I do, too.

3 MEMBER BROOKS: Thank you, Madam  
4 Chair.

5 CHAIRPERSON MILLER: Okay. How  
6 many employees do you have?

7 MR. BROWN: It fluctuates between  
8 25 and 35, with probably two-thirds of them  
9 being part-time.

10 CHAIRPERSON MILLER: And the three  
11 that you let go, are they newer employees or  
12 older employees?

13 MR. BROWN: The manager on duty at  
14 the time was hired in January of last year, so  
15 not so new. But the other two have been there  
16 -- April Dodd has probably been there maybe  
17 three years, maybe four. And Sekou Stewart  
18 has probably been there maybe five years.

19 CHAIRPERSON MILLER: Do you do any  
20 kind of screening in general when you hire?

21 MR. BROWN: We don't do security  
22 background checks. We have on occasion asked

1 people to get a manager's license, which they  
2 are required to then go get. We have talked  
3 about potentially running criminal checks on  
4 employees. We have not been doing that until  
5 now.

6 CHAIRPERSON MILLER: Now, you are  
7 doing that?

8 MR. BROWN: We are not yet.

9 CHAIRPERSON MILLER: Oh, you are  
10 not yet.

11 MR. BROWN: I mean, I haven't  
12 hired anybody since then.

13 CHAIRPERSON MILLER: Okay. But  
14 the new manager is someone who was promoted to  
15 take the place of the manager that left?

16 MR. BROWN: Somebody who is in  
17 house who has been cross-trained who is  
18 existing and, frankly, I'll be managing a lot  
19 more.

20 CHAIRPERSON MILLER: Okay. This  
21 is either for you or Mr. Kline. Number one  
22 talks -- the OIC talks about procedures for

1 closing.

2 MR. KLINE: Yes.

3 CHAIRPERSON MILLER: Are they  
4 available today or not yet?

5 MR. KLINE: Yes, they are in the  
6 redrafted security plan.

7 CHAIRPERSON MILLER: Okay.

8 MR. KLINE: And I gave you the  
9 outline in terms of what they are and perhaps  
10 notice can place these in the security plan,  
11 but that's what we are talking about.

12 CHAIRPERSON MILLER: Okay.

13 MR. KLINE: Everybody is out. All  
14 customers are out by the closing time. And  
15 then, at that point, the only people that  
16 remain are people that are involved in close-  
17 out or clean up. And the security manager is  
18 there with the manager that locks up and  
19 doesn't leave until the establishment is  
20 locked.

21 CHAIRPERSON MILLER: Okay. That's  
22 good. I have another question for you about

1 I don't know if you have other policies about  
2 consequences when employees break the rules  
3 like they did in this case.

4 MR. BROWN: Yes. I mean,  
5 generally, we have not had a lot of behavior  
6 like this. I think partially because I've  
7 been around so much. Obviously, as we move  
8 into a period where, you know, I have been  
9 seven days a week for six and a half years, I  
10 can't do that forever, we realize.

11 So, you know, there are basically  
12 some zero tolerance policies that we are going  
13 to be putting into place in terms of any  
14 infractions that we -- you know, at least that  
15 are being considered here for sure will be  
16 zero tolerance. And the result will be  
17 termination.

18 CHAIRPERSON MILLER: So those  
19 policies are yet formulated, right?

20 MR. BROWN: We haven't been able  
21 to hand them out to employees. We are still  
22 trying to figure out what we communicate to

1 our employees in terms of them coming back to  
2 work. But we will be meeting with all my  
3 employees as soon as I'm -- what I wanted to  
4 do was get all the feedback from the Board,  
5 obviously, so I can include that in my sit-  
6 down with all my employees.

7 CHAIRPERSON MILLER: Okay. But  
8 you don't have any written policies as of yet?

9 MR. BROWN: We have an employee,  
10 yes, manual.

11 CHAIRPERSON MILLER: You do?

12 MR. BROWN: Yes.

13 CHAIRPERSON MILLER: With some  
14 zero tolerance policies in it?

15 MR. BROWN: To be honest, I don't  
16 want to lie to you, I would have to read  
17 exactly what it says. It definitely forbids  
18 any kind of drinking after hours at all. We  
19 realize and know that, you know, even myself,  
20 no one is allowed to consume alcohol after  
21 closed hours. No one has exclusion of that  
22 for sure.

1           The manager on duty I shared with  
2 Mr. Kline and it may be relevant to you, you  
3 know, very early on in his career with us, he  
4 was part-time. And one night I watched him  
5 walk back into the building after hours using  
6 his key. He got back in the building and I  
7 waited for about 10 minutes and then I went  
8 in. And he was asleep on the couch.

9           When I addressed him, he, you  
10 know, apologized and, you know, effectively he  
11 was working at another job earlier that night.  
12 He wasn't even on duty. He had missed the  
13 Metro. Didn't make a ton of money at work.  
14 Was trying to sleep over until the Metro  
15 started running again.

16           I explained to him while I  
17 understand the circumstances, that any time he  
18 is in that building outside of operating hours  
19 and he is not working, he needs to contact us.  
20 So there has been -- there has never been any  
21 miscommunication about the ability to use that  
22 space even for very trivial uses or

1 understandable uses without contacting us for  
2 any reason. That has always been communicated  
3 to all of our employees.

4 It has never -- and we, as  
5 ownership, do not do that either. So they are  
6 not getting that from everywhere. It's not  
7 something that is condoned no matter what.

8 CHAIRPERSON MILLER: They will be  
9 able to be there after hours based on your new  
10 security plan though, right?

11 MR. BROWN: Well, technically, so  
12 if all the customers leave, one of the things  
13 that we do have to do is cleaning. The  
14 busboys and people throwing out the trash  
15 taking some time. You know, it might be 3:30  
16 or 4:00 in the morning before they finish.

17 We do like to clean the night  
18 before as opposed to the day after. It helps  
19 with the general cleanliness of the place. So  
20 there are times when the manager may be done  
21 outside of just supervising the people that  
22 are cleaning. As employees get done and don't

1 have anything that they are specifically  
2 responsible for, they will be exited from the  
3 building. They are not allowed to stay.

4 So as bartenders finish, they  
5 leave. The idea here is that we want to  
6 reduce the potential for any kind of  
7 socialization which could lead to temptation  
8 to -- you know, for the type of activity that  
9 we experienced most recently.

10 And so to that end, the manager  
11 probably will be in the building after legal  
12 hours of serving. However, they will be  
13 accompanied by a security personnel until they  
14 leave.

15 CHAIRPERSON MILLER: No. 5 -- 2,  
16 train licensees on the security plan. Is that  
17 supposed to be -- refer to current employees?

18 MR. KLINE: We have actually -- it  
19 said the new employees shall be trained. The  
20 way we have written it in the plan is that the  
21 current employees will be trained on the new  
22 plan within 10 days, that any new employees we

1 train within 10 days of hire in reality. We  
2 just put 10 days in the plan as a placeholder.

3 But in the offer, it didn't  
4 reference the existing employees, but we did  
5 recognize that and that is the plan.

6 CHAIRPERSON MILLER: But No. 2  
7 refers to licensees? Is that supposed to be  
8 the current employees? It says "Prior to  
9 return of the license, the licensee shall  
10 submit a security plan for --

11 MR. KLINE: Yes, that should be  
12 employees.

13 CHAIRPERSON MILLER: -- Board  
14 review.

15 MR. KLINE: Yes.

16 CHAIRPERSON MILLER: Yes, okay.

17 MR. KLINE: And they will be  
18 trained tomorrow, yes.

19 CHAIRPERSON MILLER: Okay. I  
20 guess my only comment on this right now, and  
21 I'm sure that the Board is going to go, you  
22 know, think about this together, but, you

1 know, I see the training, the change to  
2 security looks very positive and addresses the  
3 situation that happened. And then there is  
4 the training in sexual assault.

5 So the only other one, and you  
6 should give me some feedback on that, which I  
7 think you already have, but, this training  
8 with respect to our policies with respect to  
9 violating the rules. Because you also had  
10 that here where somebody violated the rules  
11 and somebody allegedly got hurt.

12 So I don't think it has been the  
13 OIC, at this point, but you said something  
14 like you had policies and you are going to  
15 include them.

16 MR. KLINE: If I can address that?

17 CHAIRPERSON MILLER: Okay.

18 MR. KLINE: Because we did speak  
19 to the one manager who was there.

20 CHAIRPERSON MILLER: Yes.

21 MR. KLINE: And I can't say that  
22 we have studied the written policies, but he

1 knew he was going to be terminated. I mean,  
2 there wasn't any question about that. So it  
3 wasn't as if oh, gee, you know, I do this and  
4 I won't be any big deal. I mean, he knew he  
5 was going to be terminated. There wasn't even  
6 an issue.

7 In fact, you will see in his  
8 statement, which he signed, which I would like  
9 to pass up, where he says I know this is  
10 grounds for termination. And, you know, he  
11 admits it. So I'm not sure that that's an  
12 issue. I understand the Board's concern about  
13 it. And I'm not making light of it by any  
14 means.

15 But it seems clear in what we  
16 know, at this point, at least this employee,  
17 who is the only one that we have had contact  
18 with, was very clear in terms of what the  
19 ramifications would be.

20 CHAIRPERSON MILLER: But is there  
21 a Code of Conduct or policies or is it just  
22 informal?

1 MR. BROWN: Sure. No, let me --  
2 why don't I suggest that we forward an  
3 electronic copy to the entire Board for your  
4 own perusal. But, yes, there is no doubt  
5 about that. It's not informal. Everybody  
6 sits down and is handed an employee handbook.

7 Coincidentally, our manager on  
8 duty recently redistributed a new version of  
9 our employee manual and training to all of our  
10 employees within the last two or three months.

11 CHAIRPERSON MILLER: Okay. Thank  
12 you. Other questions? Yes, Mr. Alberti?

13 MEMBER ALBERTI: Just one. I  
14 think Mr. Kline offered to provide us with a  
15 security plan?

16 MR. KLINE: Yes.

17 MEMBER ALBERTI: Can we accept  
18 that now?

19 CHAIRPERSON MILLER: Sure. How  
20 many copies do you have, one? And then we --

21 MR. BROWN: There is more of the  
22 security plan.

1 MR. KLINE: Yes, we have more --

2 CHAIRPERSON MILLER: Okay.

3 MR. KLINE: -- of the plan.

4 CHAIRPERSON MILLER: We can make  
5 more copies then, yes.

6 MEMBER ALBERTI: And then I have  
7 another question. The new employees for the--  
8 the individuals who will be made responsible  
9 for ensuring the establishment is closed on  
10 time, how long have they been employed?

11 MR. BROWN: Currently?

12 MEMBER ALBERTI: Yes.

13 MR. BROWN: Well, first, Trave has  
14 been our head of security, so technically, our  
15 entire security team. If Trave is not there,  
16 there will be another security guard that is  
17 designated as the security manager for the  
18 evening.

19 MEMBER ALBERTI: Okay.

20 MR. BROWN: Technically, they are  
21 the people that are securing the closure of  
22 the building. Trave has been here for over

1 six years. Well, he has been head of security  
2 for over six years. He has worked since day  
3 one on our security team.

4 And his security guards, I think,  
5 probably range -- we have very few new people.  
6 The vast majority have been there for three,  
7 four, five years. And, obviously, well, maybe  
8 not obviously, but we tend to hand-off  
9 responsibility to people that have longer  
10 tenure and have shown responsibility.

11 You may be asking about our direct  
12 management, etcetera.

13 MEMBER ALBERTI: Well, let me just  
14 make this clear.

15 MR. BROWN: Sure.

16 MEMBER ALBERTI: Because it does  
17 say here that you will identify the new or  
18 current individuals employed that will be  
19 responsible for ensuring establishment closes  
20 on time.

21 So I assume that we are going to  
22 get that before you open, right?

1 MR. KLINE: Well, you have it.

2 MEMBER ALBERTI: We have it?

3 MR. KLINE: Well, their --

4 MR. BROWN: Traveon is one of our  
5 managers.

6 MEMBER ALBERTI: Traveon? Okay.  
7 But you tell me who is responsible in terms of  
8 what you meant when you -- you made the  
9 statement, so I'm trying to figure out -- it's  
10 not what I mean. It's what you meant when you  
11 wrote this.

12 MR. BROWN: Okay.

13 MEMBER ALBERTI: Is that I'm  
14 asking.

15 MR. BROWN: Maybe I'm reclarifying  
16 maybe some -- but effectively, the person  
17 responsible for the security and closure of  
18 the building once we are past operating hours  
19 is the security person.

20 MEMBER ALBERTI: Okay.

21 MR. BROWN: There is a manager.

22 The security personnel does not have keys to

1 the building, however. The manager on duty  
2 who maybe you are asking about --

3 MEMBER ALBERTI: Okay.

4 MR. BROWN: -- currently I am one.  
5 We have two others left. We are -- we will be  
6 hiring, obviously, into that position. There  
7 are two young ladies, one of them literally  
8 only works one day a week and the other one is  
9 cross-trained and has been working. We do  
10 operate the venue next door, Live, but she has  
11 been with us for a little over a year  
12 currently. And we have been slowly bringing  
13 her along.

14 I mean, you know, so I think  
15 technically, the manager has the key. The  
16 security personnel, the idea is we divide the  
17 responsibility, so that we get rid of a single  
18 point of failure.

19 MEMBER ALBERTI: And we will have  
20 the names of all. You now mentioned three  
21 individuals. We will have the names of all  
22 three individuals?

1 MR. BROWN: Yes.

2 MEMBER ALBERTI: Okay. Great.

3 Thank you. Just so I understood. Okay.

4 Great. Thank you.

5 MR. KLINE: Yes. We will email

6 those to the Board's counsel with a copy to

7 Mr. Stern.

8 MEMBER ALBERTI: Great.

9 CHAIRPERSON MILLER: So it sounds

10 like we have everything right now except, I

11 guess by tomorrow or tonight or something, you

12 said you might send us the employee manual or

13 whatever it is and then the names of certain

14 employees?

15 MR. KLINE: We would be happy to

16 give them to you, but, you know --

17 CHAIRPERSON MILLER: Okay.

18 MR. KLINE: -- for the sake of

19 convenience --

20 MEMBER ALBERTI: You'll write it

21 down for us.

22 MR. KLINE: -- it will be all

1 clear.

2 CHAIRPERSON MILLER: Okay. So we  
3 will have all of that by tomorrow.

4 Any other questions? Do you have  
5 a question?

6 MEMBER SILVERSTEIN: I just want  
7 to say that my colleagues have expressed my  
8 concerns quite well. And that it's just a  
9 shock that something as horrific could happen  
10 at such a terrific venue. And I hope that we  
11 can straighten this out and move forward.

12 Nothing like this should ever  
13 happen again anywhere. Thank you, Madam  
14 Chair.

15 CHAIRPERSON MILLER: Okay. You're  
16 welcome. Anybody else? Okay. So I think  
17 what the Board will do is recess to look at  
18 the security plan. I'm not sure, is there  
19 anything else new? The OIC you gave us.

20 MR. KLINE: Yes, what we handed  
21 up, just to be clear --

22 CHAIRPERSON MILLER: Yes, just so

1 we have everything.

2 MR. KLINE: -- you should have the  
3 three letters reflecting termination of --

4 CHAIRPERSON MILLER: Do we have  
5 that?

6 MR. KLINE: -- the three  
7 employees.

8 CHAIRPERSON MILLER: Oh.

9 MR. KLINE: Copies of them. Those  
10 were the letters that were transmitted via  
11 mail.

12 You should have a statement from  
13 Mr. Marc Rodriguez. He is the manager. He  
14 has been terminated and he was there.

15 MR. ROME: Do -- we have the lock  
16 that -- the receipt showing that the locks  
17 were replaced on the door. And a picture of  
18 the new locks as they were installed on the  
19 doors.

20 And then a picture of the cameras  
21 that is attached to the security plan as well.

22 MR. KLINE: Right. The diagram

1 that is required under the statute in terms of  
2 placement of security, that's part of the  
3 security plan.

4 CHAIRPERSON MILLER: Okay. And  
5 the security plan, you made this reference to  
6 trying to add a wireless camera system. It  
7 says that that wasn't really in here. That  
8 there was a plan to -- for a more extensive  
9 camera system?

10 MR. KLINE: We did not put that in  
11 the security plan.

12 CHAIRPERSON MILLER: Okay.

13 MR. KLINE: But are committing as  
14 part of the offer in compromise.

15 CHAIRPERSON MILLER: Okay.

16 MR. KLINE: And the only  
17 correction I made to the document that I  
18 believe you were handed --

19 CHAIRPERSON MILLER: Yes.

20 MR. KLINE: -- was that instead of  
21 specifically referencing a wireless camera  
22 system --

1 CHAIRPERSON MILLER: Right.

2 MR. KLINE: -- because we don't  
3 want to be locked into that, is a "more  
4 extensive" camera system and additional  
5 cameras within 30 days.

6 CHAIRPERSON MILLER: More  
7 extensive what? Close --

8 MR. KLINE: We are just striking  
9 the word wireless.

10 CHAIRPERSON MILLER: I got that,  
11 yes.

12 MR. KLINE: And inserting the  
13 words more extensive.

14 CHAIRPERSON MILLER: Okay.

15 MEMBER ALBERTI: Does that mean  
16 more cameras?

17 MR. KLINE: Well, that's there,  
18 too, to add additional cameras.

19 MEMBER ALBERTI: But what does  
20 more extensive mean? That's what I'm trying  
21 to understand.

22 MR. KLINE: Improved, better.

1 CHAIRPERSON MILLER: Oh.

2 MEMBER ALBERTI: In what way  
3 though?

4 MR. KLINE: Well, there are going  
5 to be more cameras.

6 MR. BROWN: We are also going to  
7 be able to access them remotely.

8 MR. KLINE: Right.

9 MEMBER ALBERTI: Okay. So that's  
10 -- the improvement is a camera system that is  
11 accessible -- can be accessed by the owner and  
12 management or whoever and other management  
13 remotely. Okay.

14 MR. KLINE: Correct.

15 MEMBER ALBERTI: That's important.  
16 I mean, that's actually great. I like that  
17 feature. Okay. Thank you.

18 CHAIRPERSON MILLER: Okay. What  
19 does that exactly mean? In your apartment you  
20 can view --

21 MR. BROWN: We can look at what is  
22 going on in the building right now from here.

1 CHAIRPERSON MILLER: Really? Wow.

2 MEMBER ALBERTI: From his iPhone,  
3 from his iPhone.

4 MR. KLINE: Absolutely.

5 CHAIRPERSON MILLER: Wow, okay. I  
6 have another question. Just going down this  
7 list. The formal security training, who is  
8 giving that? Who is conducting this training?

9 MR. KLINE: Within --

10 CHAIRPERSON MILLER: 30 days.

11 MR. KLINE: That's -- I don't --  
12 we haven't designated anyone.

13 CHAIRPERSON MILLER: Okay.

14 MR. KLINE: I've obviously got  
15 some ideas, but I'll talk to Mr. Brown and we  
16 will confer in terms of who will do it. If  
17 Mr. Smith is available, then he may do it.  
18 There is, obviously, other candidates and  
19 we're not sure yet.

20 CHAIRPERSON MILLER: Okay.

21 MR. KLINE: But it will be done  
22 within 30 days.

1 CHAIRPERSON MILLER: Okay.

2 Anything else? All right.

3 Then I'm going to read the closed  
4 meeting.

5 MR. KLINE: Madam Chair, before  
6 you do that --

7 CHAIRPERSON MILLER: Yes.

8 MR. KLINE: -- just for the  
9 record --

10 CHAIRPERSON MILLER: Okay.

11 MR. KLINE: -- I'm due at an ANC  
12 meeting, so if I am absent when you come back,  
13 I'm leaving it in Mr. Rome's capable hands.

14 CHAIRPERSON MILLER: Okay. All  
15 right. Thank you. All right. We are  
16 finished now for us. Okay.

17 As Chairperson of the Alcoholic  
18 Beverage Control Board for the District of  
19 Columbia and in accordance with ^U 405 of the  
20 Open Meetings Amendment Act of 2010, I move  
21 that the ABC Board hold a closed meeting for  
22 the purpose of seeking legal advice from our

1 counsel in Case No. 12-251-00380, The Tap and  
2 Parlous/Bohemian Caverns, per ^U 405(b)(4) of  
3 the Open Meetings Amendment Act of 2010 and  
4 deliberating upon this case for the reasons  
5 cited in ^U 405(b)(13) of the Open Meetings  
6 Amendment Act of 2010.

7 Is there a second?

8 MEMBER BROOKS: Second.

9 MEMBER ALBERTI: Second.

10 CHAIRPERSON MILLER: Mr. Brooks  
11 has seconded the motion. We are now going to  
12 take a roll call vote.

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. Silverstein?

20 MEMBER SILVERSTEIN: I agree.

21 CHAIRPERSON MILLER: Seeing as we  
22 agree, the motion is passed by a vote of 4-0-

1 0. I hereby give notice that the ABC Board  
2 will recess the proceeding and hold a closed  
3 meeting in the ABC Board conference room  
4 pursuant to the Open Meetings Amendment Act of  
5 2010.

6 Okay. We will be back shortly.

7 MR. KLINE: Thank you.

8 CHAIRPERSON MILLER: Okay.

9 (Whereupon, at 7:08 p.m. a recess  
10 until 7:34 p.m.)

11 CHAIRPERSON MILLER: Okay. We're  
12 back on the record. So the Board had an  
13 opportunity to review the security plan, the  
14 letters and the other documents that were  
15 provided to us and to consider the proposed  
16 offer in compromise.

17 And we think you did a very good  
18 job in coming up with procedures and security  
19 plan and improvements to address, as best you  
20 could, the situation at the establishment.

21 There are a couple of things that  
22 still need to be done prior to the Board

1 lifting the suspension, but I'm going to be  
2 moving that we approve the offer in  
3 compromise.

4 We talked about a couple of little  
5 amendments to it. You are not going to have  
6 a wireless camera system. We understand you  
7 are going to have a more extensive camera  
8 system, that includes remote access.

9 And then No. 5, I mean, it's not--  
10 I will be issuing an order that covers the  
11 OIC, but I know that No. 5 meant employees and  
12 not licensees. And it will be pretty much  
13 similar to that.

14 However, we would hope to lift the  
15 suspension tomorrow contingent upon your  
16 submitting, as you represented that you would,  
17 the names of the employees who will be  
18 responsible for closing and the employee  
19 manual that sets forth policies in place now.

20 And then I understand that per the  
21 OIC, there will be a status conference in 45  
22 days. And at which time we would be

1 interested in hearing about your electronic  
2 notification system that you made reference to  
3 and you have other things that will be taking  
4 place within 30 days. Training and things  
5 like that.

6 Anything anyone else wants to add,  
7 at this point? Okay. Then I move that we  
8 approve the offer in compromise, which will be  
9 incorporated in the Board's order and will  
10 encompass the concepts that you put here.  
11 There may be a few little changes, but they  
12 were changes we talked about, nothing  
13 different.

14 And so we approve the offer in  
15 compromise. And we will lift the suspension  
16 tomorrow upon receipt of the identification of  
17 the employees responsible for closing and the  
18 employee manual.

19 Do I have a second?

20 MEMBER BROOKS: Second.

21 CHAIRPERSON MILLER: Okay. So my  
22 Board Members are saying that in addition to

1 the OIC, we have added in representations that  
2 were made today, such as you would submit the  
3 employee information and the manual.

4 Is that acceptable to the parties?

5 MR. STERN: Yes.

6 CHAIRPERSON MILLER: Okay.

7 MR. ROME: We will submit the ID  
8 of the employees and the manual tomorrow, yes.

9 CHAIRPERSON MILLER: Correct.

10 MEMBER ALBERTI: Correct.

11 CHAIRPERSON MILLER: Okay.

12 MEMBER ALBERTI: I'll second.

13 CHAIRPERSON MILLER: Okay. Mr.  
14 Alberti has seconded.

15 All those in favor say aye.

16 ALL: Aye.

17 CHAIRPERSON MILLER: All those  
18 opposed? All those abstaining? The vote is  
19 4-0-0 then to accept the offer in compromise  
20 and lift the suspension upon the terms that I  
21 just articulated.

22 I do have one other thing to say

1 and I think this is a given, but in the event  
2 you may be improving some of these policies  
3 and that we would expect that you would submit  
4 them to us, you know, by the 45 days.

5 MR. BROWN: As we enter the  
6 process?

7 CHAIRPERSON MILLER: If you need--

8 MR. BROWN: As we have new  
9 iterations, you're saying?

10 CHAIRPERSON MILLER: Yes, at least  
11 within the 45 days when we have a status  
12 conference. And then if you make improvements  
13 to your security plan or you have any  
14 questions, you can contact Martha Jenkins.

15 MR. BROWN: Okay.

16 CHAIRPERSON MILLER: Because I  
17 think that I heard Mr. Kline say that you may  
18 be making improvements and so by all means,  
19 you should be doing that, but we will be  
20 lifting the suspension, you know, finding that  
21 there is not an imminent danger based on what  
22 you have done so far.

1                   Okay. Any questions?

2                   MR. STERN: Does the Board want to  
3 set a date now for the status conference?

4                   CHAIRPERSON MILLER: Martha  
5 Jenkins isn't here and she is in charge of the  
6 calendar. And she is not right here. So she  
7 will be in touch with you. If you don't hear  
8 from her, feel free to contact her.

9                   MR. ROME: Thank you.

10                  CHAIRPERSON MILLER: Okay. Thank  
11 you very much.

12                  MEMBER ALBERTI: Thank you all.  
13 Thank you for your responses.

14                  MR. ROME: Have a happy holiday.

15                  CHAIRPERSON MILLER: Wait a  
16 minute. Did we vote?

17                  MEMBER ALBERTI: We voted.

18                  CHAIRPERSON MILLER: Yes, we did.  
19 We're so tired we are like -- okay. Thank  
20 you.

21                  All right. Thank you. Oh, I  
22 didn't adjourn, did I?

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We are adjourned.

(Whereupon, the Summary Suspension  
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concluded at 7:41 p.m.)

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