

investigation that the operations of the licensee present “an imminent danger to the health and safety of the public.” § 25-826(a). If properly requested by the licensee, “[t]he Board shall hold a hearing within 48 hours of receipt of a timely request and shall issue a decision within 72 hours after the hearing.” § 25-826(c).

On May 8, 2016, the Chief of Police for the Metropolitan Police Department for the District of Columbia issued a letter summarily suspending the liquor license held by Gebtri, Inc., t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill (Respondent) in accordance with D.C. Official Code § 25-827. *Notice of Summary Suspension*, 1-5 (May 12, 2016).

After receiving a request for a hearing from the Respondent, the Board conducted a Summary Suspension Hearing on May 17, 2016. The Government and the Respondent presented an Offer-in-Compromise (OIC), which resolved the allegations raised in the Notice of Summary Suspension filed by the Office of the Attorney General.

The terms of the OIC are appended to this Order. The Board formally accepts this OIC through this Order and determines that the Respondent has sufficiently fulfilled the requirements imposed by the OIC.

Therefore, the Board lifted the summary suspension imposed on the Respondent on May 18, 2016, and permitted the Respondent to resume operations in accordance with the OIC.

ORDER

Therefore, the Board, on this 18th day of May 2016, hereby **APPROVES** the OIC submitted on May 17, 2016, and **LIFTS** the Summary Suspension of the license held by Gebtri, Inc., t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill, effective 7:00 P.M. on the date of this Order.

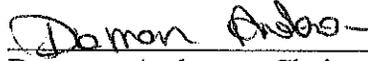
It is further **ORDERED** that the Board will impose the conditions set forth in the OIC which are binding on the Respondent.

It is further **ORDERED** that the Respondent shall abide by all laws and regulations of the District of Columbia, shall operate its establishment in a safe and competent manner, and shall refrain from engaging in the type of activity that led to this disciplinary action.

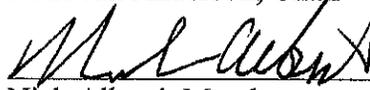
It is further **ORDERED** that this matter shall be referred to the Office of the Attorney General to determine whether a show cause action is appropriate.

A copy of this Order shall be sent to the Respondent and to the Government.

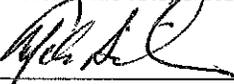
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chair



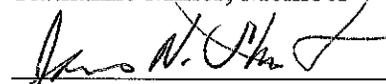
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James N. Short, Member

Pursuant to 23 DCMR § 1719.1 (2008), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, NW, 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



ATTORNEY GENERAL
KARL A. RACINE

Public Interest Division

OFFER IN COMPROMISE¹

In the Matter of: Gebtri, Inc. t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill

Case number: 16-251-00078 Hearing Date: May 17, 2016

Incidents occurring on: May 8, 2016

For the Charge of: Summary Suspension proceeding.

Statutory Authority: D.C. Official Code §25-826(a) (2012 Repl.).

This offer in compromise (OIC) will be presented to the Alcoholic Beverage Control Board (Board) by the Assistant Attorney General (OAG) at the Summary Suspension hearing. Please be advised that this is a proposed compromise. Accordingly, it is the discretion of the Board to accept or reject this offer.

The offer in compromise consists of the following terms:

- (1) Gebtri, Inc. t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill (Respondent) shall submit a security plan to ABRA and OAG by no later than 5:00 p.m. on Tuesday, May 17, 2016. The security plan shall be reviewed and accepted by the Board prior to the reopening of the establishment. The security plan shall be in full compliance with all applicable laws and regulations including all requirements for a security plan under Title 25 of the D.C. Official Code, and which incorporates all of the matters set forth below. The security plan will also address additional conditions not set forth in Title 25 which are also described below.
- (2) The Respondent shall document and submit to the Board the name and employment status of all security personnel by no later than 5:00 p.m. on May 17, 2016. The respondent shall document and submit to the Board by no later than 5:00 p.m. on May 17, 2016, the number of security personnel that will wear identifiable clothing with the word "Security" during the establishment's hours of operation as well as the names of the security personnel that will wear identifiable clothing with the word "Security".
- (3) The security plan shall detail the minimum number of security personnel that will be on-duty each day and their specific duty hours. The security plan shall detail the placement of security

¹ Authorized under 23 DCMR 1604.5 (2012 Repl.).

personnel within the establishment and shall include an explanation of the rationale regarding that placement.

- (4) The Respondent shall utilize a minimum of two MPD Reimbursable Detail Officers (RDO) on every Thursday night through Saturday night, the hours of which shall be outlined in the Security Plan. The Respondent shall employ the RDO for at least one hour after closing. The Respondent shall comply with the recommendation of the RDO in the event that extra officers are needed.
- (5) The security plan shall contain detailed procedures on how the Respondent's security personnel are to handle violent altercations in the establishment, including appropriate methods for separating and handling victims and aggressors, detaining and controlling aggressive patrons, and handing victims and aggressive patrons over to MPD RDO.
- (6) The Respondent shall escort violent aggressors to the MPD Reimbursable Detail officer or officers customarily posted immediately in front of the establishment when such Detail is utilized.
- (7) The Respondent shall not clean up a crime scene under any circumstances, nor authorize anyone to clean up the crime scene, without the prior consent of MPD. The security plan shall address the establishment's procedure for preserving a crime scene.
- (8) The security plan shall indicate that the Respondent shall be responsible for turning on its lights and turning off its music within one minute of a violent incident occurring. The security plan shall detail the establishment's procedures for ensuring that lights are turned on and music is turned off within the one minute requirement.
- (9) The security plan shall require the Respondent to maintain an incident log and prepare an incident report recording all violent incidents that occur inside of, in front of and in the rear of the establishment. The licensee's security plan shall address the proper protocol for drafting and maintaining incident log entries, to include the names and contact information of any victims and witnesses to an incident. The Respondent shall make the incident log available to MPD and ABRA investigators upon request.
- (10) The security plan shall indicate the other hours and days of the week in addition to Thursday, Friday and Saturday that the establishment will utilize security wands on all patrons and non-employees prior to the patrons' entry into the establishment at the front entrance. The purpose of wanding will be for the detection of metal objects, including weapons, that may be carried by patrons. The wands will be used on every patron or non-employee who enters the establishment and will be used in conjunction with physical "pat down" searches to be specified in the Respondent's security plan. Wanding shall be used for any special event held at the Respondent's establishment.
- (11) The security plan shall indicate the procedures for having patrons remove their hats and hooded garments in order to be searched for weapons by security personnel at the front entrance. Additionally the security plan shall indicate the procedure for searching bags and purses for weapons by security personnel at the front entrance.
- (12) The Respondent shall document the date on which any weapons are recovered from patrons as part of the incident log. The Respondent will surrender confiscated weapons to MPD for disposition of the weapons. The Respondent will document the date and time of the consultation with MPD and will include the officer's name and badge number. The Respondent shall post a

sign indicating that any weapon recovered from patrons will be confiscated and surrendered to MPD.

- (13) The security plan shall state that cameras utilized by the establishment will be operational and cover existing blind spots. The plan shall detail how the cameras are to be mounted to best observe patrons while they are in the establishment. No camera shall be blocked by a curtain or other barrier. The security plan shall also state that any footage of a crime of violence or a crime involving a weapon will be maintained for 30 days and that any security footage will be made available within 48 hours upon request from ABRA or MPD.
- (14) Prior to the establishment re-opening, an ABRA investigator shall review the establishment's camera system to ensure that any identified blind spots have been addressed and are covered by the camera system.
- (15) The security plan shall set forth the manner in which all employees will be trained in how to preserve a crime scene as well as the general procedure for preserving a crime scene.
- (16) The security plan shall state the procedure in which all employees will ensure that all patrons receive appropriate medical care. This includes, but is not limited to, administering first aid and calling an ambulance.
- (17) The security plan shall set forth what disciplinary actions will apply for any security personnel or other employee who does not comply with the security plan.
- (18) The Respondent shall utilize a counting clicker during its hours of operation to track the number of patrons inside of the establishment. Under no circumstances shall the number of patrons inside of the establishment exceed the Respondent's approved Certificate of Occupancy.
- (19) Patrons and non-employees shall not be permitted to exit the rear of the establishment, except in the case of an emergency or to separate patrons involved in a physical altercation; however patrons are permitted to use the rear exit thirty minutes prior to closing. No patron or non-employee shall be permitted to enter the rear of the establishment at any time unless subject to the same security procedures mentioned in this Offer in Compromise for the front entrance.
- (20) The rear exit will remain unlocked to allow unrestricted exit at all hours of operation. The security plan will indicate that security personnel will be on-duty each day and their specific duty hours at the rear exit. The security plan shall also include that an additional surveillance camera be added to monitor the activity within the direct proximity outside the rear exit.
- (21) The security plan, shall detail procedures for ensuring that patrons exit the establishment in an orderly manner, and at the end of the night, security personnel shall be posted outside to assist in the patrons departure.
- (22) All personnel shall be trained on the terms of the security plan prior to the reopening of the establishment.
- (23) The security plan shall include that all security personnel be trained in proper security procedures by a date certain.
- (24) This matter shall be referred to the OAG for a show cause review.

CONSENT

By this settlement agreement I agree to accept and perform its terms. I acknowledge the validity of the settlement and waive a hearing to which I would have a right under D.C. Official Code § 25-826 (2012 Repl.). I also recognize that I am waiving any right to appeal an adverse ruling of the Board that might have followed any such hearing. By this settlement, I waive all such rights. I sign this settlement agreement without reservation, and I fully understand its meaning and my rights.

Melake Gehr, 5/17/16
Respondent