

DISTRICT OF COLUMBIA
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ALCOHOLIC BEVERAGE CONTROL BOARD
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MEETING

IN THE MATTER OF:

New York Avenue Beach Bar, LLC
t/a Halftime Sports Bar
1427 H Street, NE
Retailer CT
License No. 94107
Case #15-251-00033

Show Cause
Hearing
(Status)

(Chief of Police Closure on
January 31, 2015)

March 11, 2015

The Alcoholic Beverage Control Board
met in the Alcoholic Beverage Control Hearing
Room, Reeves Building, 2000 14th Street, N.W.,
Suite 400S, Washington, D.C. 20009, Chairperson
Ruthanne Miller, presiding.

PRESENT:

RUTHANNE MILLER, Chairperson
NICK ALBERTI, Member
DONALD BROOKS, Member
HERMAN JONES, Member
MIKE SILVERSTEIN, Member
HECTOR RODRIGUEZ, Member

ALSO PRESENT:

CHRISSY GEPHARDT, OAG

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

2 10:24 a.m.

3 CHAIRPERSON MILLER: The next case is
4 Case No. 15-251-00033, Halftime Sports Bar
5 located at 1427 H Street, N.E., License No.
6 94107. Good morning.

7 MR. GRAHAM: Good morning.

8 CHAIRPERSON MILLER: When you are
9 ready, if you would introduce yourselves for the
10 record?

11 MS. GEPHARDT: Chrissy Gephardt on
12 behalf of the Office of the Attorney General.

13 MR. GRAHAM: Karl Graham, Halftime
14 Sports Bar.

15 CHAIRPERSON MILLER: Okay. Good
16 morning.

17 MS. OWENS: Deneira Owens, Halftime
18 Sports Bar.

19 CHAIRPERSON MILLER: What's your last
20 name again?

21 MS. OWENS: Owens.

22 CHAIRPERSON MILLER: Owens, okay.

1 Thank you. Okay. So I'll just say that the
2 Board received in advance of this hearing an
3 Offer in Compromise dated March 11, 2015, an
4 investigative report regarding Investigator
5 Ghenene's inspection of the camera system and
6 walk-through on March 10, 2015, Halftime Sports
7 Bar security plan. And attached to that was a
8 description of the prior training. I think
9 that's what we received in advance, which I found
10 very helpful.

11 Personally, I thought that has come a
12 long way, in my view, since last week. I thought
13 it was really right on the issues, so I
14 appreciate that. You know, other Board Members
15 may have different opinions, but that's my
16 immediate reaction.

17 I see a couple of other documents now,
18 I think we are just getting for the first time,
19 which is a security services contract user
20 agreement? Maybe you can address what those
21 documents are. And the other thing I want to say
22 is I think that we were also -- I think expecting

1 some training materials, but you can address any
2 other remaining documents, outstanding documents.

3 MS. OWENS: There are no outstanding
4 documents.

5 CHAIRPERSON MILLER: Okay.

6 MS. OWENS: We received the training
7 for the MDTS training, which is a training that
8 we were told was recognized by the Board. We
9 received training on crime scene preservation,
10 ejection protocol, verbal judo and so all
11 managers completed that training Saturday.

12 CHAIRPERSON MILLER: Who completed it?
13 The managers?

14 MS. OWENS: Karl Graham completed it.
15 Derek Hampton, who is an ABC Manager, as well as
16 myself --

17 CHAIRPERSON MILLER: Okay.

18 MS. OWENS: -- completed the training
19 on it on Saturday.

20 CHAIRPERSON MILLER: I'm sorry, is
21 this the MDTS training --

22 MS. OWENS: Yes.

1 CHAIRPERSON MILLER: -- that is
2 referenced? Okay. Okay.

3 MS. OWENS: And we have the
4 Certificate of Completion of that training as
5 well as completion cards. The outside company
6 came in and provided that training for us on-
7 site. The training that is in the security plan
8 as well as the enrollment agreement, the
9 restaurant association of Metropolitan Washington
10 suggests that through Nightclub Security
11 Consultants, which provides a very comprehensive
12 training, that we can provide to our employees as
13 they are hired, within 60 days of the hire date
14 they can go through that resolution enforced.

15 The enrollment agreement shows that --
16 I can't print off their training materials. I
17 did attempt to print off the training materials;
18 however, it's an on-line course that is tracked,
19 but I think we did purchase the system for our
20 establishment, at least a user agreement to say
21 that we purchased it and the details is you can't
22 print off the training materials.

1 CHAIRPERSON MILLER: Who is -- the
2 name of the course is listed, is that listed at
3 the end of your security --

4 MS. OWENS: It's listed, yes, in
5 Section 12. The name of the course is the
6 National Hospitality Operations Security
7 Technique. Those training courses -- which
8 includes the details of each lesson and the
9 subjects that are covered.

10 CHAIRPERSON MILLER: Okay. So what I
11 hear you saying is they probably protect it
12 somehow so you can't print it out. Is that
13 correct?

14 MS. OWENS: Right.

15 CHAIRPERSON MILLER: So what you have
16 done is type out or something, the syllabus or
17 the categories that they cover?

18 MS. OWENS: Yes, yes.

19 MEMBER ALBERTI: Okay.

20 MS. OWENS: And these are for the --
21 this is employee training as well as the managers
22 who will go through this as well, but to satisfy

1 the Board, we paid for a trainer to come in to
2 teach about the crime scene preservation and to
3 teach about the verbal judo and the MDTs and
4 provide that Certificate of Completion, so that
5 we can acknowledge that that training has been
6 completed.

7 He did provide me with a book on some
8 tactics; however, it is just some tactics on
9 getting -- ejecting patrons.

10 CHAIRPERSON MILLER: So I have a
11 question just to follow this. The National
12 Hospitality Operations Security Techniques
13 Training Course, is that what you are referring
14 to that you can't printout?

15 MS. OWENS: Right.

16 CHAIRPERSON MILLER: Or are you --
17 okay.

18 MS. OWENS: And with the enrollment
19 agreement because you said about the enrollment
20 agreement, which is attached in the information
21 that you guys received. Yes, that's what I
22 cannot print out.

1 CHAIRPERSON MILLER: And what about
2 the MDTs basic course?

3 MS. OWENS: That is the course that we
4 received Saturday. The training that was on
5 Saturday.

6 CHAIRPERSON MILLER: Right. So just
7 for the record and for clarification, did they
8 have training materials?

9 MR. GRAHAM: Yes, they have a book
10 here.

11 MS. OWENS: Yes. But he had his own
12 training materials that he --

13 CHAIRPERSON MILLER: Oh, okay.

14 MS. OWENS: -- trained us with when he
15 was on-site.

16 CHAIRPERSON MILLER: Right. Okay.
17 But he doesn't provide to you, right?

18 MS. OWENS: Yes.

19 CHAIRPERSON MILLER: All right.

20 MS. OWENS: I attempted to get those.

21 CHAIRPERSON MILLER: Okay. Okay. And
22 I have a question about the Lesson 1, 2, 3, 4

1 that you have delineated from the National
2 Hospitality Operations Association, how did you
3 get that? Did they let that be printed out off
4 the --

5 MS. OWENS: No. I was going through
6 the training and I --

7 CHAIRPERSON MILLER: You took notes?

8 MS. OWENS: -- took notes, yes.

9 CHAIRPERSON MILLER: Oh, great. Okay.
10 Thank you. Okay. Questions?

11 MEMBER BROOKS: Madam Chair?

12 CHAIRPERSON MILLER: Yes.

13 MEMBER BROOKS: I just have a
14 question.

15 CHAIRPERSON MILLER: Yes.

16 MEMBER BROOKS: Not having the OIC
17 from the last hearing, is it -- did we agree to
18 refer this case to the OAG?

19 MEMBER SILVERSTEIN: Yes, yes.

20 CHAIRPERSON MILLER: I don't know. We
21 did?

22 MEMBER JONES: Essentially, we didn't

1 agree to anything, but we didn't approve the OIC.

2 CHAIRPERSON MILLER: Right.

3 MEMBER JONES: So no.

4 CHAIRPERSON MILLER: Right.

5 MEMBER JONES: We didn't agree to
6 anything.

7 MEMBER BROOKS: Okay. But in the last
8 OIC, the last document --

9 CHAIRPERSON MILLER: Oh, this is it.
10 This is the case. This would settle the case.
11 It was referred to -- when we suspended the case
12 the last time --

13 MEMBER BROOKS: Uh-huh.

14 CHAIRPERSON MILLER: -- they have been
15 in suspension, they still are.

16 MEMBER BROOKS: I understand.

17 CHAIRPERSON MILLER: We sent it to
18 OAG. And this would be the Offer in Compromise
19 of OAG. This would resolve the case.

20 MEMBER BROOKS: Resolve the case.
21 Okay.

22 (Simultaneous speaking.)

1 MEMBER JONES: That's not my
2 understanding at all.

3 MEMBER BROOKS: Oh, I see.

4 MEMBER ALBERTI: To my understanding
5 and this is not -- my understanding is it's like
6 all of these cases where we have a summary
7 suspension --

8 MEMBER BROOKS: Right.

9 MEMBER ALBERTI: -- this would resolve
10 -- I mean, if we accept this Offer in Compromise,
11 it would resolve the issue of lifting the --
12 resolve whether to lift the suspension.

13 MEMBER BROOKS: Right.

14 MEMBER RODRIGUEZ: Right.

15 MEMBER ALBERTI: We have sent this
16 case to the Office of -- the OAG's office.

17 MS. OWENS: Right.

18 MEMBER ALBERTI: And that case is
19 still pending.

20 MS. GEPHARDT: This is the Show Cause.

21 CHAIRPERSON MILLER: Let Ms. Gephardt
22 say --

1 MEMBER ALBERTI: Oh, this is -- right.
2 You're right. You're right. I'm sorry.

3 MS. GEPHARDT: The Show Cause.

4 MEMBER ALBERTI: I'm sorry.

5 MS. GEPHARDT: Show Cause.

6 MS. OWENS: It's scheduled for hearing
7 on April 29th.

8 MEMBER ALBERTI: Okay.

9 MS. GEPHARDT: The distribution --

10 MEMBER BROOKS: So it is scheduled.

11 Okay.

12 MS. GEPHARDT: -- of the coming of the
13 Show Cause Hearing is the continued suspension of
14 the license.

15 MEMBER BROOKS: All right. I am
16 clear.

17 MEMBER ALBERTI: I apologize.

18 MS. GEPHARDT: And then --

19 MEMBER ALBERTI: I apologize. You are
20 correct.

21 MS. GEPHARDT: -- okay. Okay. I'm
22 sorry.

1 MEMBER ALBERTI: I get it. I'm sorry.

2 MS. GEPHARDT: I'm confused.

3 MEMBER ALBERTI: No. I --

4 MS. GEPHARDT: Now, you have got me
5 confused.

6 MEMBER ALBERTI: No, no, no. I was
7 momentarily confused and I apologize for this.

8 MS. GEPHARDT: Okay. Okay.

9 MEMBER ALBERTI: I was totally wrong.
10 Thank you for straightening that out for us.

11 MS. GEPHARDT: Okay. Okay.

12 MEMBER BROOKS: Thank you, Madam
13 Chair.

14 MEMBER ALBERTI: So this would resolve
15 the case.

16 MS. GEPHARDT: Okay.

17 CHAIRPERSON MILLER: I'm sorry, but I
18 just want to actually finish up with these
19 documents. I think that we got two other
20 documents handed to us this morning. One is the
21 security services contract, correct?

22 MS. OWENS: Yes.

1 MR. GRAHAM: Yes.

2 CHAIRPERSON MILLER: Okay. Signed and
3 dated. Okay. And then the other is -- what is
4 the other one, Nightclub Security?

5 MS. OWENS: Oh, that was the
6 enrollment agreement that I referred to as far as
7 I couldn't print off the training materials and
8 the enrollment for the course that is listed in
9 Section 12 of the employee training security
10 plan.

11 CHAIRPERSON MILLER: Okay. So is it
12 your positions that you have provided us
13 everything that we asked for with respect to
14 considering the Offer in Compromise?

15 MEMBER JONES: Well, just to make sure
16 I'm clear.

17 CHAIRPERSON MILLER: Wait. Can I --

18 MEMBER JONES: Did we, the Board,
19 formally request --

20 CHAIRPERSON MILLER: Last week.

21 MEMBER JONES: -- specific items from
22 them or did we give them an opportunity to

1 provide us an updated OIC?

2 CHAIRPERSON MILLER: The way I
3 understood it was we denied the Offer in
4 Compromise and said that we would need or like to
5 see or whatever certain documentation.

6 MEMBER JONES: So my understanding
7 from the last meeting --

8 CHAIRPERSON MILLER: And I think we
9 thought --

10 MEMBER JONES: -- was that we pointed
11 out areas of deficiencies or areas of concern
12 that we had with their previous OIC, but we
13 didn't formally request them to do any particular
14 action outside of be prepared for the hearing
15 that was scheduled.

16 CHAIRPERSON MILLER: Yes. You could
17 definitely characterize it that way.

18 MEMBER JONES: Okay. I just wanted to
19 make sure, because I don't want it to be implied
20 that we specifically requested something of you
21 and that you responding to those specific
22 requests in some way, shape or form denotes that

1 you have met some type of bar.

2 We haven't formally requested anything
3 of you. We just requested that you provide us --
4 that we give you an opportunity to submit another
5 OIC for our consideration. Is that what the
6 Board considers to be what -- or is that just me?

7 CHAIRPERSON MILLER: I would say that
8 we identified certain concerns and --

9 MS. OWENS: Yes.

10 CHAIRPERSON MILLER: -- they submitted
11 documents that are, I find, responsive to those
12 concerns. And I'm just asking if there is
13 anything else, you know, out there that they
14 intend to provide or whether the record is
15 complete now for us to consider the Offer in
16 Compromise.

17 MS. OWENS: I recall at the last
18 meeting that the security services contract was
19 specifically requested as well as the dates on
20 the OIC as far as March 10th giving us to close of
21 business of March 10th to provide the security
22 system footage, have an investigator come out and

1 make sure that our security system was okay.
2 Items were requested and we have provided the
3 information.

4 MS. GEPHARDT: That is correct. That
5 was one of the main things that was still
6 lingering and that was the video footage from the
7 security system.

8 MEMBER ALBERTI: Yes.

9 MS. GEPHARDT: And ABRA Investigator
10 Abyie Ghenene went out and tested the system and
11 satisfied -- I believe there was a supplemental
12 report that was done. He was able to observe 10
13 minutes of footage. He observed the different
14 cameras. All of them were working. None of them
15 had blind spots. He was able to easily -- on
16 the video was able to easily transfer to a flash
17 drive. And so he was satisfied with the video
18 system, which is one of the requirements in the
19 OIC.

20 CHAIRPERSON MILLER: Good. Thank you.
21 Okay. Others? Yes, Mr. Alberti?

22 MEMBER ALBERTI: I just have a real

1 quick question. So this MDTS training --

2 MS. OWENS: Yes.

3 MEMBER ALBERTI: -- who received
4 training?

5 MR. GRAHAM: Myself.

6 MEMBER ALBERTI: Yes.

7 MR. GRAHAM: Ms. Owens and Derek
8 Hampton, which is one of our managers.

9 MEMBER ALBERTI: Okay. I only see two
10 training certificates.

11 MR. GRAHAM: Yes, here is my copy.

12 MEMBER ALBERTI: I only see two.

13 MR. GRAHAM: Here is my copy.

14 MEMBER ALBERTI: I only see two
15 training certificates here.

16 MR. GRAHAM: Here is my card right
17 here.

18 MEMBER ALBERTI: Fine.

19 MR. GRAHAM: I didn't get a copy.

20 MEMBER ALBERTI: Fine. And I have got
21 a copy of that here.

22 MR. GRAHAM: No, you have a copy of

1 Derek Hampton and Deneira Owens.

2 MEMBER ALBERTI: Oh, I do. And your
3 card, you didn't submit that?

4 MR. GRAHAM: She just didn't make a
5 copy of it.

6 MS. OWENS: We made copies of --

7 MR. GRAHAM: We were able to make
8 copies.

9 MEMBER ALBERTI: Well, I don't have it
10 in my record, so that needs to be submitted.

11 CHAIRPERSON MILLER: Ms. Walker is
12 going to get it from you and make a copy.

13 MEMBER ALBERTI: Your on-line
14 training, just for the record, I don't have -- I
15 see the agreement, but I don't have any
16 verification that it was purchased.

17 MS. OWENS: Is that --

18 CHAIRPERSON MILLER: Do you want to
19 address that?

20 MS. OWENS: -- something in the OIC
21 that I need to provide you with a copy of?

22 MEMBER ALBERTI: I'm just pointing

1 that out. That's -- you know, there is nothing
2 required here. It's up to you what you present
3 to us. The ball is in your court to present to
4 us convincing evidence that you have complied.

5 The other thing is that you comply
6 with the OIC. The other thing is who is going to
7 provide security for you?

8 MR. GRAHAM: The contract we have a
9 copy of the service contract.

10 MEMBER ALBERTI: And no one else will
11 be providing security? No other persons? You
12 have no other security staff?

13 MR. GRAHAM: Do we need to? We have
14 hired two people to do security per the OIC on
15 Thursdays, Fridays and Saturdays.

16 MEMBER ALBERTI: And they are always--

17 MR. GRAHAM: In the p.m.

18 MEMBER ALBERTI: And they always
19 contract with whom?

20 MR. GRAHAM: With Halftime Sports Bar.

21 MEMBER ALBERTI: No, I mean, they are
22 always contracted through whom?

1 MR. GRAHAM: E House Security
2 Executive Professionals. That is stated in the
3 contract.

4 MEMBER ALBERTI: Do you have a copy of
5 that? Oh, that's the security contract? All
6 right. And you will have no other persons in
7 your establishment ever who will be responsible
8 for security?

9 MR. GRAHAM: I wouldn't say that right
10 now, but --

11 MEMBER ALBERTI: Okay. So we don't
12 have the training for those folks. All right.
13 Thank you.

14 CHAIRPERSON MILLER: Could you refresh
15 my memory? I thought that you have a provision
16 that talks about training for new hires within 60
17 days or something?

18 MR. GRAHAM: That's part of the MTS
19 training that we just completed on --

20 MS. OWENS: What was the question?

21 CHAIRPERSON MILLER: I think Mr.
22 Alberti was asking about training for new hires.

1 And it occurred to me that I had read something,
2 I thought, in your materials that talked about
3 training within 60 days of being hired.

4 MS. OWENS: Training for employees
5 within 60 days of being hired. Now, as far as
6 training for additional security professionals,
7 I'm unclear on Mr. Alberti's --

8 MEMBER ALBERTI: Well, I only asked
9 the question because the security plan says that
10 all employees will be trained.

11 MS. OWENS: All employees will.

12 MEMBER ALBERTI: And so I would expect
13 -- and I think it talks specifically about
14 security employees, security staff in here, if
15 I'm correct. Maybe I'm confused. Maybe you can
16 clarify this for me, but the answer I just got
17 was that Mr. Graham said that there would be --
18 possibly be other people providing security. And
19 so I don't see any training materials for those
20 folks.

21 MS. OWENS: No, sir. We are contract
22 -- we will have a contracted security company to

1 provide the security Thursday through Saturday.

2 MEMBER ALBERTI: I understand that.

3 My question was for the -- will anyone else be
4 providing -- will there be anyone else providing
5 security or acting on behalf of the establishment
6 to provide security for this establishment other
7 than these contract people?

8 MS. OWENS: Not for --

9 MEMBER ALBERTI: Pardon?

10 MS. OWENS: -- our restaurant, no.
11 Not all day. We addressed the concerns per the
12 OIC.

13 MEMBER ALBERTI: All right. Thank
14 you. I don't think that answered my question,
15 but that's all right.

16 CHAIRPERSON MILLER: Could you remind
17 me, you are a restaurant. How small of a
18 restaurant are you? I mean, what's your
19 capacity?

20 MR. GRAHAM: 64 people.

21 CHAIRPERSON MILLER: 64, okay. And
22 that enrollment agreement, was that for the --

1 that's what you got when you did the on-line
2 course? You got this enrollment agreement?

3 MS. OWENS: Yes.

4 CHAIRPERSON MILLER: Okay. And how
5 many people -- who took the enrollment? Who took
6 this?

7 MR. GRAHAM: No one has taken it yet.
8 It's for our new employees --

9 CHAIRPERSON MILLER: New employees.

10 MR. GRAHAM: -- when we hire them.

11 CHAIRPERSON MILLER: Okay. It's for
12 your new employees?

13 MR. GRAHAM: Yes. We have no
14 employees. We have been closed for --

15 CHAIRPERSON MILLER: Right.

16 MR. GRAHAM: -- six weeks.

17 CHAIRPERSON MILLER: Okay. But you
18 all took it and you --

19 MR. GRAHAM: We took the MTS -- I
20 mean, the --

21 MS. OWENS: So far we have the MDTs
22 training.

1 MR. GRAHAM: The MTS training.

2 CHAIRPERSON MILLER: Okay.

3 MR. GRAHAM: That teaches us crime
4 scene protection.

5 MS. OWENS: Preservation.

6 MR. GRAHAM: Preservation.

7 MS. OWENS: All of the things that--

8 MR. GRAHAM: Ejection protocol and the
9 -- what is it, verbal judo?

10 MS. OWENS: The verbal judo.

11 MR. GRAHAM: So I was under the
12 impression that that is what the Board had asked
13 us the last time we met to meet those standards.

14 CHAIRPERSON MILLER: Okay. So I just
15 want to get clear on the two courses, there are
16 two different courses, at least two different
17 courses you are talking about.

18 MR. GRAHAM: Yes, ma'am.

19 CHAIRPERSON MILLER: One is the MDTs
20 with the crime scene and all that --

21 MR. GRAHAM: Yes.

22 CHAIRPERSON MILLER: -- that you have

1 taken.

2 MR. GRAHAM: Yes.

3 CHAIRPERSON MILLER: Your manager has
4 taken. Anybody else?

5 MR. GRAHAM: Just the managers.

6 CHAIRPERSON MILLER: Okay. And has
7 anybody taken this other hospitality course yet?

8 MR. GRAHAM: There is nobody else that
9 we have hired --

10 CHAIRPERSON MILLER: Okay.

11 MR. GRAHAM: -- to take it as of yet.

12 CHAIRPERSON MILLER: Have you taken
13 it?

14 MS. OWENS: I started to go through
15 this training, yes.

16 CHAIRPERSON MILLER: You've started?

17 MS. OWENS: It's -- the things that we
18 -- that are in this training --

19 CHAIRPERSON MILLER: Yes.

20 MS. OWENS: -- are much of the things
21 that we went over in the face-to-face training
22 that we had prior to me purchasing this for other

1 employees to --

2 CHAIRPERSON MILLER: I see.

3 MS. OWENS: -- gain training materials
4 to present to the Board, to gain just a system in
5 which we are going to train people once we begin
6 to open back up. So the conflict resolution, the
7 powers to arrest, those are things that we were
8 taught. The alcohol service liabilities, which
9 is, you know, the alcohol awareness training,
10 those are the things that we want people to go
11 through once they are hired. So I'm not --

12 MR. GRAHAM: I have already been
13 trained in alcohol awareness. I have TIPS
14 training.

15 CHAIRPERSON MILLER: Yes, okay.

16 MR. GRAHAM: I have my card if you
17 would like to make a copy of that also.

18 CHAIRPERSON MILLER: All right.

19 MEMBER JONES: If you would like to
20 present it, that's your choice.

21 MEMBER ALBERTI: That's your choice.

22 CHAIRPERSON MILLER: Okay. Any other

1 questions by Board Members?

2 MEMBER JONES: Yes.

3 CHAIRPERSON MILLER: Yes, Mr. Jones?

4 MEMBER JONES: Waiting patiently. So
5 I just -- foundationally, I just want to
6 understand. It's Ms. Owens?

7 MS. OWENS: Yes.

8 MEMBER JONES: What's your legal
9 connection to the establishment?

10 MS. OWENS: At this time, I'm an
11 employee of the establishment.

12 MEMBER JONES: You're an employee of
13 the establishment. What's your role? What's
14 your job title?

15 MS. OWENS: Manager. I mean, I don't
16 -- can I ask the relevance?

17 MEMBER JONES: Yes. So I noticed that
18 the agreement that was provided has your name --

19 MS. OWENS: Absolutely.

20 MEMBER JONES: -- on here. So --

21 MS. OWENS: Because I was taking the
22 course.

1 MEMBER JONES: Excuse me?

2 MS. OWENS: It was -- I assigned the
3 courses to me. I established it.

4 MEMBER JONES: Understood. So it was
5 assigned to you and the account is in your name
6 and you have no tie to the establishment, then
7 you having it doesn't provide any verification or
8 confirmation that Halftime Sports Bar is really
9 the accessing entity for this account. Even if
10 it is a legitimate account, there is nothing that
11 ties it to Halftime Sports Bar because you have
12 no legal tie to Halftime Sports Bar.

13 So I can't look at that and say your
14 name and your name only being on something has
15 any tie to the establishment. So that's the
16 relevance.

17 MEMBER ALBERTI: Right.

18 MS. OWENS: Okay. Well, it is under
19 Halftime Sports Bar. However, when you go into
20 it because you have to set it up as a venue
21 operator or as an individual. When you go into
22 it, you can assign the courses to staff members

1 or I assigned that course to myself. I did
2 enroll in it and did take it.

3 MEMBER JONES: Do you have anything
4 that shows that Halftime Sports Bar, as a legal
5 entity, has signed up for this service?

6 MS. OWENS: That's Halftime --

7 MEMBER JONES: Do you have anything
8 that shows that happened?

9 MS. OWENS: Yes.

10 MEMBER JONES: Do you have that?

11 MS. OWENS: That document right there.

12 MEMBER JONES: Do we have that?

13 MS. OWENS: That document right there
14 because I'm working on behalf of Halftime Sports
15 Bar, signing up on behalf of Halftime Sports Bar.
16 Therefore, that does say that.

17 MEMBER JONES: Okay. So this is
18 representative of that from your standpoint?

19 MS. OWENS: Absolutely.

20 MEMBER JONES: Okay. Just as a quick
21 overview, can you briefly denote what are the
22 differences between this OIC and the last OIC?

1 MR. GRAHAM: The last?

2 MEMBER JONES: Ms. Gephardt, it's your
3 OIC. Can you denote specifically at a high level
4 what are the fundamental differences between the
5 two OICs?

6 MS. GEPHARDT: The fundamental
7 differences between the two OICs is essentially
8 that there is a requirement that things -- there
9 are two provisions that are -- require approval
10 by the Board.

11 And that is that a walk-through of the
12 security system should be conducted by an ABRA
13 Investigator prior to the establishment opening
14 and then it should be approved by the Board.
15 This was something that came up at the last
16 hearing.

17 And then the second was no later than
18 the close of business on Tuesday, March 10th, the
19 licensee shall provided detailed training
20 materials used as the basis for training the
21 licensee's employees as required by paragraphs 9,
22 10 and 13 and those materials should be approved

1 by the Board.

2 MEMBER JONES: Okay. So in both
3 instances, it's a review and approval by the
4 Board?

5 MS. GEPHARDT: Yes.

6 MEMBER JONES: And the second item was
7 the submission for review and approval of
8 detailed training materials.

9 MS. GEPHARDT: It doesn't say --

10 MEMBER JONES: Is that part of the
11 OIC?

12 MS. GEPHARDT: Well, it says "The
13 licensee shall provide all detailed training
14 materials used as the basis for training the
15 licensee's employees as required by paragraphs 9,
16 10 and 13 and approved by the Board."

17 MEMBER JONES: Okay. So you corrected
18 my statement. What's the correction? Is it --

19 MS. GEPHARDT: Well, just the phrase
20 at the end of that was and approved by the Board.

21 MEMBER JONES: So is what I said
22 originally correct, if I'm basing --

1 MS. GEPHARDT: Well, earlier, yes. I
2 mean, if you look at the earlier part of the
3 sentence, yes.

4 MEMBER JONES: So detailed training
5 materials.

6 MS. GEPHARDT: Yes.

7 MEMBER JONES: Is that part of the
8 OIC?

9 MS. GEPHARDT: That's correct.

10 MEMBER JONES: All right. To be
11 approved by the Board. Is that part of the OIC?

12 MS. GEPHARDT: That's part.

13 MEMBER JONES: Okay. Was that done by
14 your assessment?

15 MS. GEPHARDT: I believe in this case,
16 I believe, it was because of the manner in which
17 they have chosen to train their managers and
18 their employees. They have chosen a course that
19 is through the Restaurant Association where it's
20 offered on-line.

21 As she mentioned, they were not able
22 to access the materials to print them off to show

1 the Board what they actually look like, but she
2 was able to take notes to show the Board what the
3 topics are, what the sub-topics are.

4 The same thing with alcohol awareness
5 training. It's a TIPS training. You know, I
6 think that, you know, the Board is familiar and
7 aware of what that is and, you know, she wasn't
8 going to print out all that.

9 I think that the MDTs they did bring
10 the manual for that training. And then --

11 MEMBER JONES: Is that being
12 submitted?

13 MS. GEPHARDT: Well, I -- are you
14 submitting that to the Board?

15 MS. OWENS: We can't. That's -- he
16 wants his --

17 MR. GRAHAM: I mean, we can make
18 copies and --

19 MS. OWENS: No, no. That's -- no, we
20 can't. It's different --

21 MEMBER JONES: So I guess in response,
22 I'm just going with there are -- I'm not -- I

1 don't have in front of me detailed training
2 materials. I don't even have a syllabus for any
3 of the training.

4 MS. OWENS: I gave you a syllabus in
5 the security plan.

6 MEMBER JONES: There is a syllabus in
7 the security plan? Oh, I'm sorry.

8 MEMBER ALBERTI: For the nightclub
9 security?

10 MS. OWENS: The HOST training. And
11 they only do that face-to-face.

12 MEMBER ALBERTI: Right.

13 MS. OWENS: Once a year. It was at
14 Shadowroom on Monday and Tuesday. The classes
15 were closed. We couldn't get into that training
16 to reach the guy.

17 CHAIRPERSON MILLER: Do you want to
18 pass that book up, just so we can glance at it?
19 I know you can't make copies of it. Ms. Walker
20 is going to take it from you and then we will
21 return that to you. Is that --

22 MS. OWENS: Yes.

1 CHAIRPERSON MILLER: Okay. It's not
2 for the record though.

3 MEMBER ALBERTI: No, it's not for the
4 record.

5 CHAIRPERSON MILLER: Okay.

6 MEMBER JONES: If someone else has
7 questions, they can go. I'm still -- I think we
8 got this when last night?

9 MEMBER ALBERTI: So, Ms. Gephardt,
10 just so I understand, we really have no
11 independent assessment of this, the training
12 courses, right?

13 MS. GEPHARDT: Well, I mean, other
14 than securing knowledge of the familiarity with
15 the Nightclub Security Consultants, which is a
16 partner of the Restaurant Association of
17 Metropolitan Washington, and that there is a
18 National Hospitality Operation Security Technique
19 Training Course, I don't know if the Board is
20 familiar with that at all. I mean --

21 MEMBER ALBERTI: Have you gone through
22 the training?

1 MS. GEPHARDT: Me?

2 MEMBER ALBERTI: So you can't speak to
3 it. You can't speak to it.

4 MS. GEPHARDT: I'm just saying I --

5 MEMBER ALBERTI: Fine, fine. So you
6 can't speak to it. All right. I understand. I
7 just wanted to make sure.

8 MS. GEPHARDT: Okay. And --

9 MEMBER ALBERTI: I wasn't expecting
10 that. I just wanted to --

11 MS. GEPHARDT: No, no, no. I think,
12 I mean, the issue here is that, you know, this
13 isn't a big nightclub. This is -- you know, they
14 are not going to have their own in-house training
15 per se. They are going to sort of out-source it
16 to companies that are -- that can come in and
17 train their employees, whether it be on-line or
18 in-person.

19 MEMBER ALBERTI: Yes, I understand
20 that.

21 MS. GEPHARDT: So this is --

22 MEMBER ALBERTI: This was not --

1 MS. GEPHARDT: -- they are not going
2 to have a whole big package of detailed --

3 MEMBER ALBERTI: The OIC was given to
4 us.

5 MS. GEPHARDT: I'm sorry?

6 MEMBER ALBERTI: As Mr. Jones pointed
7 out, the OIC was presented to us and it had
8 stipulations about what would be provided.

9 MS. GEPHARDT: I see. I think that--

10 MEMBER ALBERTI: I'm not seeing that.

11 MS. GEPHARDT: -- it worked out
12 differently than we had thought.

13 MEMBER ALBERTI: All right.

14 CHAIRPERSON MILLER: I had a chance to
15 look at what you provided last night and I
16 thought it was fairly well-detailed and it sounds
17 like you can't provide anything more based on the
18 company's copyright and what are their
19 restrictions.

20 Do we have other questions?

21 MEMBER SILVERSTEIN: I think I would
22 like to go back and discuss this.

1 CHAIRPERSON MILLER: Okay. Are there
2 any other questions before we --

3 MEMBER JONES: Just a quick clarifying
4 question. So the Nightclub Security Consultants,
5 you say you have paid for an account access for
6 this?

7 MS. OWENS: Yes, sir.

8 MEMBER JONES: Okay. And would it be
9 possible for an ABRA Investigator to take this
10 course as you signed up for it?

11 MS. OWENS: If you would pay the \$70
12 per person, I mean, absolutely.

13 MEMBER JONES: Oh, so it is -- every
14 time you train one of your personnel --

15 MS. OWENS: Yes.

16 MEMBER JONES: -- you have to pay \$70?

17 MR. GRAHAM: That's right.

18 MS. OWENS: Yes.

19 MEMBER JONES: So you paid \$70 when
20 you did this?

21 MS. OWENS: Yes.

22 MEMBER JONES: So when you say you

1 paid for an account like you paid for this?

2 MS. OWENS: I paid, because you can
3 pay for -- as a venue operator, yes, you can pay
4 for it. I could have bought it in bulk.

5 MEMBER JONES: Yes.

6 MS. OWENS: Where I could have bought
7 10 classes at once for 10 different employees and
8 I could have got a lower rate. However, when you
9 pay for under five people, it's \$70 per person.
10 You know, 6 to 10 people it's \$60 per person,
11 things like that. So I can -- I paid for it and
12 assigned it as Halftime Sports Bar. I assigned
13 it to myself, so I can take the course and get
14 the course material, but I was unable to get the
15 course material once I -- I tried to print it and
16 doing print screens, even that was hard to -- you
17 know, so we can't.

18 MEMBER JONES: So there is no standing
19 system in place right now that is available for
20 an employee to come in and take this class
21 without paying?

22 MS. OWENS: Yes, it is.

1 MEMBER JONES: Well, that's why I'm
2 confused. So --

3 MS. OWENS: You just have to keep --
4 you have to pay. You have to pay for the -- for
5 each person to get a certificate, I would have to
6 pretty much pay for that. You are paying for
7 that certification for their testing. They can't
8 get my -- I'm not going to log it in under my
9 name. You have to assign it to an employee, so
10 they can have their own test, their own --

11 MEMBER JONES: So I would do the same
12 thing. I, as a Board Member, could just --

13 MS. OWENS: Absolutely.

14 MEMBER JONES: -- go to this website
15 and pay \$70 and take this course?

16 MR. GRAHAM: Yes.

17 MS. OWENS: Yes.

18 MEMBER JONES: So this is --

19 MS. OWENS: And it was first aid
20 training, has a college education, yes.

21 MEMBER JONES: So you are just
22 referencing this as the available asset that you

1 plan on making available to your employees?

2 MS. OWENS: It is available to our
3 employees. We are going -- using that system,
4 that's the system that we are using.

5 MEMBER JONES: That's the system you
6 are going to use?

7 MS. OWENS: We are using it because I
8 started using it. We are going to continue using
9 it when we hire people when we can get back open.

10 MEMBER JONES: Is it a subscription
11 service or is it a pay-as-you-go service?

12 MS. OWENS: It's not a subscription.

13 MEMBER JONES: Okay.

14 MS. OWENS: Subscription is a
15 recurring charge for set standards. We don't
16 have enough people to warrant paying a total -- I
17 don't know. I don't understand what you are
18 asking me right now really.

19 MEMBER JONES: Essentially,
20 fundamentally, you are putting this forward as
21 the training materials, right? This is the
22 training mechanism by which you are going to be

1 training future employees and/or staff, right?

2 So I was of the impression, excuse me
3 for my stupidity, but I was of the impression
4 that you were presenting this as a user agreement
5 saying that this is a general user agreement for
6 Halftime Sports Bar that any employee could
7 immediately come in without any additional fees,
8 without any additional encumbrances, be able to
9 immediately sit down and take this class, because
10 you have done the leg work up front to establish
11 an infrastructure for training. That's not what
12 I'm understanding from what you are saying right
13 now.

14 It sounds like you are saying hey, I
15 as a person who works at the place before you can
16 officially work here, you have to pay to take
17 this training class that is available on-line to
18 anyone that has the appropriate credentials.

19 So I'm just trying to understand the
20 difference between the two.

21 MS. OWENS: Okay. What was your --
22 you are trying to understand the difference? I

1 provided you with that information. That we have
2 to pay per person. Yes, I enrolled in it as a
3 venue operator. However, I don't understand what
4 else you are looking for.

5 Maybe certain corporations like if you
6 work for a major corporation, they have certain
7 trainings that you take over the course of a
8 certain time. And they have a database in which
9 they use. So they may pay for it in bulk or pay
10 for the whole program. I don't know how they do
11 that.

12 However, you asked us to go and get a
13 training for employees. We did that. What else
14 you're asking for beyond that, I'm not sure.

15 MEMBER JONES: What you did was you
16 identified a training course, but you didn't give
17 me training --

18 MS. OWENS: Just like Red Cross offers
19 first aid training --

20 MEMBER JONES: All right.

21 MS. OWENS: -- we're going to utilize
22 that. Just like --

1 MEMBER JONES: Okay.

2 MS. OWENS: -- TIPS offers --

3 MEMBER JONES: That's fine.

4 MS. OWENS: -- alcohol awareness
5 training, we're going to utilize that. We are
6 utilizing Nightclub Security Consultants. I
7 don't know what else. Each person has to pay for
8 TIPS training, don't they? Because I'm confused.

9 MEMBER JONES: It's nothing to be
10 confused about. I'm the one who is confused. I
11 apologize, Ms. Owens. I was just trying to
12 understand what it was that you were trying to
13 represent and what it is that you submitted on
14 behalf of Halftime Sports Bar.

15 CHAIRPERSON MILLER: Okay.

16 MS. OWENS: Thank you.

17 CHAIRPERSON MILLER: Okay. Anything
18 else? Okay. It seems like we have all the
19 materials you have submitted. And I have had a
20 suggestion by a Board Member, which I think is
21 appropriate, that we actually consider this in
22 closed session now. So I'm going to move that we

1 do so.

2 MEMBER RODRIGUEZ: Second it.

3 CHAIRPERSON MILLER: All right. And
4 I'm going to then take a roll call vote on
5 deliberating and seeking legal advice in closed
6 session.

7 As Chairperson of the Alcoholic
8 Beverage Control Board for the District of
9 Columbia and in accordance with Section 405 of
10 the Open Meetings Amendment Act of 2010, I move
11 that the ABC Board hold a closed meeting for the
12 purpose of seeking legal advice from our counsel
13 on Halftime Sports Bar, Case No. 15-251-00033,
14 per Section 405(b)(4) of the Open Meetings
15 Amendment Act of 2010, and deliberating upon this
16 case for the reasons cited in Section 405(b)(13)
17 of the Open Meetings Amendment Act of 2010.

18 Is there a second?

19 MEMBER RODRIGUEZ: Second.

20 CHAIRPERSON MILLER: Mr. Rodriguez has
21 seconded the motion. I'll now take a roll call
22 vote on the motion before us now that it has been

1 seconded.

2 Mr. Brooks?

3 MEMBER BROOKS: I agree.

4 CHAIRPERSON MILLER: Mr. Alberti?

5 MEMBER ALBERTI: I agree.

6 CHAIRPERSON MILLER: Mr. Rodriguez?

7 MEMBER RODRIGUEZ: I agree.

8 CHAIRPERSON MILLER: Ms. Miller

9 agrees.

10 Mr. Silverstein?

11 MEMBER SILVERSTEIN: I agree.

12 CHAIRPERSON MILLER: Mr. Jones?

13 MEMBER JONES: I agree.

14 CHAIRPERSON MILLER: It appears that

15 the motion has passed by a 6-0-0 vote.

16 So we are now going to go into closed

17 session. If you all want to take a short break

18 and hopefully we will be back very shortly.

19 Thank you.

20 (Whereupon, the above-entitled matter

21 went off the record at 11:01 a.m. and resumed at

22 11:35 a.m.)

1 CHAIRPERSON MILLER: Okay. We are
2 back on the record in Halftime Sports Bar case
3 after the Board met in closed session to consider
4 the Offer in Compromise that was submitted today.

5 So we are going to discuss a little
6 bit out here. I can't say that there was
7 necessarily unanimity on the Offer in Compromise
8 in closed session, so we can hear that out here,
9 but I do want to first raise the issue about
10 suspension of the license.

11 That this licensee has had a license
12 in suspension, I believe, about six weeks and
13 regardless of how the Offer in Compromise vote
14 goes, I'm going to move, at this time, that the
15 suspension be lifted.

16 MEMBER RODRIGUEZ: Second.

17 CHAIRPERSON MILLER: And Mr. Rodriguez
18 has seconded the motion. Does anybody wish to
19 speak to that motion? Okay.

20 Not hearing any, then all those in
21 favor of lifting the suspension today say aye.

22 MEMBER BROOKS: Aye.

1 MEMBER RODRIGUEZ: Aye.

2 CHAIRPERSON MILLER: Aye.

3 MEMBER SILVERSTEIN: Aye.

4 MEMBER JONES: Aye.

5 CHAIRPERSON MILLER: All those

6 opposed?

7 MEMBER ALBERTI: Opposed.

8 CHAIRPERSON MILLER: All those

9 abstaining? Okay. Then the motion passes by a

10 vote of 5-1-0 with Mr. Alberti dissenting.

11 Okay. Next we go to the Offer in
12 Compromise that was presented to us today. It's
13 about 19 paragraphs long. It will be put in the
14 record. It is similar to last week's, except
15 that it does have specific deadlines of
16 submitting materials and specifics on the
17 security plan and some other documents.

18 And in my view, the licensee has
19 complied with this Offer in Compromise and I
20 think it is extremely detailed and I think it is
21 extremely on-point to the establishment itself,
22 that was one of the concerns we had last week, I

1 think, that it was kind of a general security
2 plan. And this one is specific to the
3 establishment and addresses many of the concerns
4 that could be attributed to this establishment.

5 So I'm going to move that we accept
6 this Offer in Compromise. Do I have a second?

7 MEMBER SILVERSTEIN: Second.

8 CHAIRPERSON MILLER: Mr. Silverstein
9 has seconded the motion. Do others want to speak
10 to the motion?

11 MEMBER ALBERTI: I will. Two things.
12 One, I don't think that the -- I think that the
13 licensee made some promises in the Offer in
14 Compromise that they haven't met.

15 And secondly, I don't think this Offer
16 in Compromise goes to the issue which brought us
17 here. This talks about security in the
18 establishment. The security of staff training.
19 I mean, what brought us here was the fact that
20 the licensee allegedly had an unlicensed gun and
21 displayed an unlicensed weapon, pistol in the
22 establishment.

1 I don't see how this OIC addresses
2 that matter at all. So for that reason, I will
3 not accept this OIC.

4 CHAIRPERSON MILLER: Others? I think
5 that you are correct that actually this goes well
6 beyond what brought us here and that's why I
7 think that it should be accepted.

8 No. 15 does go to the pistol question,
9 that "The licensee shall post a sign near the
10 entrance of the establishment indicating it's
11 illegal to carry a pistol into a licensed
12 tavern," including the establishment in the
13 District of Columbia.

14 And 16, "The licensee shall not allow
15 its owners, managers, employees or patrons to
16 bring any firearms or dangerous weapons into the
17 licensed establishment," and that they do wanding
18 and searches to prevent that from happening and
19 hire a security company to prevent that from
20 happening.

21 So I don't see what else could be in
22 the OIC more than this. Not even with a hearing

1 on this matter would bring to any greater safety
2 or security.

3 Mr. Rodriguez?

4 MEMBER RODRIGUEZ: Yes. Madam

5 Chairman, Members of the Board, I believe that
6 the licensee has complied with what was requested
7 in the OIC. As you indicated, the OIC dealt with
8 the brandishing of any weapons in the
9 establishment. I believe that the licensee has
10 scoping and contrition of this matter and has --
11 and does realize the importance of this
12 situation.

13 I believe the licensee did explain
14 that in a previous hearing that we had and
15 convinced me that this would never happen again.
16 And this is very important. And I believe that
17 we have carried this case, you know, for a while.
18 The licensee's establishment has been closed for
19 a while. They are at the point where they don't
20 have any employees right now except for two
21 people that are running this situation right now.

22 And I believe that they have made an

1 earnest and honest attempt to get the materials
2 for training. They have identified a training
3 source. And so I am in favor and I will vote in
4 favor of this OIC.

5 CHAIRPERSON MILLER: Others? Okay.
6 Then I'll call the vote.

7 All those in favor of the motion to
8 approve the OIC say aye.

9 MEMBER RODRIGUEZ: Aye.

10 CHAIRPERSON MILLER: Aye.

11 MEMBER SILVERSTEIN: Aye.

12 CHAIRPERSON MILLER: All those
13 opposed?

14 MEMBER BROOKS: Oppose.

15 MEMBER ALBERTI: Oppose.

16 MEMBER JONES: Oppose. Roll call?

17 CHAIRPERSON MILLER: You want to do a
18 roll call? Okay.

19 Mr. Brooks?

20 MEMBER BROOKS: Oppose.

21 CHAIRPERSON MILLER: Mr. Alberti?

22 MEMBER ALBERTI: Opposed.

1 CHAIRPERSON MILLER: Mr. Rodriguez?

2 MEMBER RODRIGUEZ: Agreed approve.

3 CHAIRPERSON MILLER: Ms. Miller

4 approves.

5 Mr. Silverstein?

6 MEMBER SILVERSTEIN: Approve.

7 CHAIRPERSON MILLER: And, Mr. Jones?

8 MEMBER JONES: Oppose.

9 CHAIRPERSON MILLER: Okay. Then the
10 vote is 3-3. Three approve, three opposed and
11 the motion fails then for lack of a majority.

12 So where we are then, I guess, this
13 establishment can open. And we are still set for
14 a hearing then on April 29th, I believe. However,
15 you just proceed with that.

16 MR. GRAHAM: Do we have to do another
17 Offer in Compromise?

18 MS. GEPHARDT: That appears to be yes,
19 what we need to do. Okay. We will talk about
20 that later.

21 CHAIRPERSON MILLER: Okay. So you can
22 confer with --

1 MR. GRAHAM: Okay. So we can open?

2 CHAIRPERSON MILLER: You can open,
3 yes.

4 MR. GRAHAM: Okay.

5 CHAIRPERSON MILLER: And I do commend
6 you for all the training and procedures that are
7 represented here today.

8 MR. GRAHAM: Thank you.

9 CHAIRPERSON MILLER: Thank you.

10 (Whereupon, the Show Cause (Status)
11 Hearing in the above-entitled matter was
12 concluded at 11:43 a.m.)

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