



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

2 11:23 a.m.

3 CHAIRPERSON ANDERSON: All right. The  
4 next case on our agenda, it's a case, it's case  
5 number 2025100033, Luna Restaurant, license  
6 number 112282. Ms. Andrews, could you please  
7 allow the, elevate the government and the  
8 licensee in this matter, please?

9 MS. ANDREWS: Sure. Stand by. Mr.  
10 Walter Adams, your rights have been elevated.  
11 Mr. Asim, your rights have been elevated.

12 MR. ADAMS: Thank you.

13 MS. ANDREWS: Mr. Estrada, your rights  
14 have been elevated. That's all, Mr. Chair.

15 CHAIRPERSON ANDERSON: All right.  
16 Thank you. I have not, right. Okay. Thanks.  
17 All right. This is case, like I said before,  
18 this is Luna Restaurant.

19 Could the parties please identify  
20 themselves for the record? They -- I need you to  
21 state what your name is, your party affiliation,  
22 and also spell your name for the record, and  
23 we'll start with the government.

24 MR. ADAMS: Thank you, Mr. Chairman  
25 and Members of the Board. My name is Walter

1 Adams, and I am representing the District of  
2 Columbia. My spelling is Walter, W-A-L-T-E-R,  
3 and Adams, A-D-A-M-S, and I appear here with co-  
4 counsel.

5 CHAIRPERSON ANDERSON: And with you,  
6 who is the, who is co-counsel, Mr. Adams? Could  
7 they identify themselves for the record if they  
8 are on?

9 MR. ASIM: Good morning, Members of  
10 the Board. My name is Shahzeb Asim. I represent  
11 the District of Columbia, and my name is spelled  
12 S-H-A-H-Z-E-B, last name, Asim, A-S-I-M.

13 CHAIRPERSON ANDERSON: All right.  
14 Good morning, Mr. Asim. And could we have the  
15 licensee introduce himself for the record, with  
16 also the spelling of your name, please?

17 Mr. Estrada, can you please identify  
18 yourself for the record, with the, with, and also  
19 spell your name, please?

20 MR. ESTRADA: Tomas Estrada, T-O-M-A-  
21 S, E-S-T-R-A-D-A.

22 CHAIRPERSON ANDERSON: Thank you. And  
23 what is your role, sir? Can you, and can you  
24 identify, are you the owner of the establishment,  
25 sir?

1 MR. ESTRADA: Yes, I am.

2 CHAIRPERSON ANDERSON: All right.

3 Thank you. All right. Mr. Adams, this is a  
4 summary suspension hearing, and is there -- are  
5 there any preliminary matters in this case?

6 MR. ADAMS: Actually, Your Honor, I'm  
7 going to have, or Mr. Chairman, I'm going to have  
8 Mr. Asim address it. I believe there is a  
9 preliminary matter, and Mr. Asim, if you'll be  
10 able to --

11 CHAIRPERSON ANDERSON: Mr. Asim is --  
12 I wasn't aware also, it's my understanding that  
13 this is a summary suspension hearing, and are  
14 there any preliminary matters, sir?

15 MR. ASIM: Yes, Mr. Chairman. On  
16 September 9, 2020, the Board voted to summarily  
17 suspend Luna Restaurant's license after an  
18 assault took place on September 7th, and in light  
19 of the establishment's several violations of  
20 Mayor's orders, and the establishment, the  
21 establishment was served with a summary  
22 suspension on September 11, 2020, and since then,  
23 parties have come together to discuss a potential  
24 settlement to the issue, and the parties have  
25 com-- have reached an offer in compromise that we

1 would like to present to the Board today.

2 CHAIRPERSON ANDERSON: So can you tell  
3 us, what is the offer of, offer in compromise,  
4 please?

5 MR. ASIM: The OIC terms are as  
6 follows. Number 1, suspension. Respondent shall  
7 serve a 30-day suspension of its ABC license.  
8 It, of the 30-day suspension shall be Friday,  
9 September 11, 2020 through Sunday, October 11,  
10 2020, which includes time served during the  
11 summary suspension period.

12 The ABC license suspension shall be  
13 lifted at 8 a.m. on Monday, October 12, 2020,  
14 provided all other applicable requirements in  
15 this OIC have been satisfied by the respondent.

16 Number 2, fines. Respondent shall pay  
17 fines in the amount of \$2,000 within 90 days,  
18 which includes a \$1,000 fine for the citation  
19 previously issued in case number 20-251-00031,  
20 and \$1,000 fine for the citation previously  
21 issued in case number 20-CIT-00208.

22 Number 3, locked doors. Respondent  
23 shall not lock its front door or main entrance to  
24 the premises while patrons are present inside the  
25 establishment.

1                   Number 4, security plan. Respondent  
2 shall submit a security plan to ABRA and OIG by  
3 no later than 5 p.m. on Monday, October 5, 2020.  
4 The security plan shall be reviewed and accepted  
5 by the Board prior to lifting the summary  
6 suspension, oh, prior to lifting the suspension  
7 of the establishment's alcoholic beverage  
8 license.

9                   The security plan shall be in full  
10 compliance with all applicable laws and  
11 regulations, including all requirements for a  
12 security plan under Title 25 of the D.C. Official  
13 Code, and which incorporates all of the matters  
14 set forth below.

15                   The security plan shall also address  
16 additional conditions not required in Title 25,  
17 but which are also described below.

18                   Number 5, security personnel. On  
19 Friday, on Friday, Saturday, and Sunday nights,  
20 respondent shall maintain, at a minimum, two  
21 security persons who will be on duty from at  
22 least 10 p.m. until closing.

23                   The security plan shall detail the  
24 minimum number of security personnel that will be  
25 on duty each day, and their specific duty hours.

1                   Number 6, screening of patrons.  
2           Security staff will screen all patrons using  
3           physical searches or pat-downs, and a  
4           magnetometer wand or similar device designed to  
5           detect weapons.

6                   The security staff will confiscate all  
7           weapons, illegal drugs, or other contraband  
8           identified during a screening search. All  
9           weapons confiscated will be submitted to the  
10          Metropolitan Police Department, and it will  
11          maintain a log of confiscated items that record,  
12          records the type and number of items confiscated,  
13          and the date of confiscation and surrender to  
14          MPD.

15                   Number 7, handling violent  
16          altercations. The security plan shall contain  
17          detailed procedures on how respondent's security  
18          personnel are to handle violate altercations in  
19          the establishment, including appropriate methods  
20          for separating and handling victims and  
21          aggressors, detaining and controlling aggressive  
22          patrons, handling patrons possessing dangerous  
23          weapons, and handling victims and aggressive  
24          patrons over to MPD.

25                   The security plan should also contain

1 detailed procedures on how to fully cooperate  
2 with ABRA and MPD when a violent incident occurs  
3 inside the establishment.

4           Upon request, respondent shall  
5 immediately provide accurate information to MPD  
6 and ABRA investigators, including information  
7 regarding the involved parties.

8           Number 8, crime scene. Respondent  
9 shall not clean up a crime scene under any  
10 circumstances, or authorize anyone to clean up  
11 the crime scene without prior consent from MPD.  
12 The security plan shall address the  
13 establishment's procedure for preserving a crime  
14 scene.

15           Number 9, lights and music.  
16 Respondents shall turn on its lights and turn off  
17 any recorded music within one minute of a violent  
18 incident occurring.

19           The security plan shall detail the  
20 establishment's procedures for ensuring that  
21 lights are turned on and recorded music is turned  
22 off within the one-minute requirement.

23           Number 10, reporting incidents.  
24 Respondent shall call 911 to report incidents of  
25 violence. The respondent's security plan shall

1 document the means and method for calling 911.

2           Number 11, recording incidents. The  
3 security plan shall set forth respondent's plan  
4 to maintain an incident log and prepare an  
5 incident report within 24 hours of occurrence,  
6 recording all violent incidents that occur inside  
7 of, in front of, and in the rear of the  
8 establishment.

9           The security plan shall address the  
10 proper protocol for drafting and maintaining  
11 incidents to include the names and contact  
12 information of any victims and witnesses to an  
13 incident.

14           Respondents shall make the incident  
15 log available to MPD, ABRA investigators, and  
16 other interested parties upon request. In case  
17 of crimes of violence, incident logs must be  
18 signed by an ABC manager or owner. The incident  
19 log shall not be destroyed.

20           Number 12, security camera operator.  
21 Prior to lifting the suspension of the  
22 establishment's alcoholic beverage license, the  
23 respondent shall demonstrate to ABRA that it is  
24 able to immediately retrieve footage from the  
25 establishment's security cameras.

1                   Number 13, security camera system.  
2                   Security plan shall state that cameras will be  
3                   operational and actively recording at the  
4                   establishment at all times, covering existing  
5                   blind spots.

6                   The security plan shall detail the  
7                   number of cameras to be operational, the location  
8                   of the cameras, and how the cameras are to be  
9                   mounted to best observe patrons while they are in  
10                  the establishment.

11                  The security plan shall contain a  
12                  diagram of the location of all of the cameras  
13                  inside and outside of the establishment. No  
14                  camera shall be blocked by a curtain, door,  
15                  pillar, or other barrier.

16                  Number 14, maintenance of security  
17                  camera video footage. Respondents, respondent  
18                  must maintain video footage for a minimum of 30  
19                  days, shall make the video available within 24  
20                  hours of a request from ABRA or MPD. Respondent  
21                  shall include the requirement in its security  
22                  plan.

23                  Number 5, assessment of security  
24                  camera system. Prior to lifting the suspension  
25                  of the establishment's alcoholic beverage

1 license, an ABRA investigator shall conduct a  
2 walkthrough of the licensed premises with  
3 respondent to evaluate the location and number of  
4 security cameras.

5 The assessment will also include an  
6 identification of all blind spots to ensure that  
7 they are adequately covered by the camera system.

8 Number 16, training. All employees  
9 shall be trained by Monday, November 23, 2020 on  
10 the terms of the security plan.

11 The security plan shall require that  
12 a copy of the plan be provided to and reviewed  
13 with any outside security company hired by the  
14 establishment prior to the security company  
15 starting work at the establishment.

16 On an annual basis, all personnel  
17 employed by the establishment will receive  
18 refresher training on the security plan.

19 Number 17, rendering aide. The  
20 security plan shall state the procedure all  
21 employees must follow to ensure that all patrons  
22 receive appropriate medical care. This includes,  
23 but is not limited to, administering first aide,  
24 and calling an ambulance.

25 Number 18, employee discipline. The

1 security plan shall set forth what disciplinary  
2 actions will apply to any security personnel or  
3 other employee who does not comply with the  
4 security plan.

5 Number 19, masks. Except when eating  
6 or drinking while seated during the public health  
7 emergency, the respondent shall require that all  
8 owners and employees of the establishment wear a  
9 mask or a face covering while present on the  
10 licensed premises, regardless of whether they are  
11 on duty.

12 The respondent shall also require  
13 patrons, during the public health emergency, to  
14 wear masks or face coverings prior to entering,  
15 or while waiting in line outside of the licensed  
16 premises, while traveling to use the restroom, or  
17 until they are seated or, and eating or drinking.

18 Number 20, music and entertainment.  
19 Respondent shall not offer live music or  
20 entertainment, including disc jockeys, while the  
21 District of Columbia remains subject to Mayor's  
22 Order 2020-067 and Mayor's Order 2020-075, in  
23 accordance with the Board's notice, in accordance  
24 with the Board's notice of fifth emergency rule  
25 making.

1                   The respondent shall only offer  
2 recorded or background music that is played at a  
3 conversational level, that is not heard in the  
4 homes of District residents.

5                   Number 21, operating hours.

6 Respondent shall not operate either inside or  
7 outside, or sell, serve, or permit the  
8 consumption of alcohol, alcoholic beverages past  
9 midnight during any day of the week while the  
10 District of Columbia remains subject to Mayor's  
11 Order 2020-067 or Mayor's Order 2020-75 in  
12 accordance with the Board's rule making.

13                   Number 22, dining activities.

14 Respondents shall only serve food and alcoholic  
15 beverages to patrons seated at tables while the  
16 District of Columbia remains subject to Mayor's  
17 Order 2020-067 and Mayor's Order 2020-075 in  
18 accordance with the Board's rule making.

19                   Tables shall put -- shall be placed so  
20 that patrons in different parties are placed at  
21 least six feet apart from one another.

22 Respondent shall, respondent shall have a menu in  
23 use containing a minimum of three prepared food  
24 items available for purchase, and shall require  
25 patrons to purchase one or more prepared food

1 item per table. Patrons shall not be permitted  
2 to walk around the establishment with food or  
3 alcoholic beverages.

4 Number 23, bar activities. Respondent  
5 shall not seat patrons at indoor or outdoor bars  
6 that are being staffed or utilized by a bartender  
7 while the District of Columbia remains subject to  
8 Mayor's Order 2020-067 and Mayor's Order 2020-  
9 075, in accordance with the Board's rule making.  
10 Patrons shall not be permitted to stand at an  
11 indoor or outdoor bar to order food or alcoholic  
12 beverages.

13 Number 24, contact tracing.  
14 Respondent shall implement a reservation system  
15 by phone, online, or onsite, and keep customer  
16 logs to facilitate contact tracing by the  
17 District of Columbia Department of Health.

18 Number 25, social distancing  
19 walkthrough. Prior to lifting the suspension of  
20 the establishment's alcoholic beverage license,  
21 an ABRA investigator shall conduct a walkthrough  
22 of the licensed establishment with respondent to  
23 evaluate the establishment's compliance with  
24 District's social distancing requirements.

25 Evaluations shall include an

1 assessment of the respondent's compliance with  
2 Mayor's Order 2020-075, Mayor's Order 2020-080,  
3 and 23 DCMR 8, Section 810.2.

4 Number 26, show cause. This matter  
5 will be referred to the Office of Attorney  
6 General for a possible show cause proceeding.

7 And Mr. Chairman, that concludes the  
8 terms of the offer in compromise. I'm happy to  
9 take any questions, if the Board has any.

10 CHAIRPERSON ANDERSON: So Mr. Asim, so  
11 the recommendation that the Board should accept  
12 this OIC because you believe that if this OIC is  
13 accepted it would issue the emergency suspension  
14 that was, that was placed on the establishment?

15 MR. ASIM: We believe this would  
16 resolve some of the issues regarding the safety,  
17 which was the cause of the summary suspension.  
18 Since there were two main issues in the summary  
19 suspension, one being a violent altercation that  
20 took place that poses a threat to public safety,  
21 and COVID restrictions, violations of Mayor's  
22 orders dealing with COVID restrictions, we  
23 believe these terms are appropriate for resolving  
24 these issues.

25 For example, the requirement that

1 security guards be present from 10 p.m. to 12,  
2 until closing, could potentially prevent any  
3 further, any future assaults, since in the  
4 current case, one of the security guards had left  
5 prior to closing.

6 And having proper procedures and  
7 training for staff in handling violent  
8 altercations, in rendering aide, will also be  
9 beneficial in ensuring that this, that there's a  
10 safe environment at this establishment.

11 Another issue that came up in this  
12 case was that a patron was able to bring in a box  
13 cutter into the establishment, and because of  
14 that, we have provisions that deal with having a  
15 magnetometer, and conducting pat-downs to help  
16 prevent any further weapons from being snuck in.

17 And furthermore, they have to be  
18 confiscated and submit to MPD as well. And we  
19 also believe this, the terms resolve some of the  
20 issues regarding the Mayor's orders violations,  
21 because it requires that patrons and staff wear  
22 masks when not eating or drinking.

23 They're required that tables have to  
24 be a certain, have to be more than, at least six  
25 feet apart. It requires that staff, it requires

1 that the establishment does not serve food or  
2 alcoholic beverages to any patrons who are not  
3 seated, and prevents patrons from being at a  
4 staff bar.

5 Furthermore, another issue was that  
6 this, that this altercation took place after  
7 hours, after 12 a.m., when Mayor's orders require  
8 that all establishments be shut.

9 So having that requirement of shutting  
10 when dictated by the Mayor's orders during the  
11 public emergency can prevent any further  
12 altercations of this sort.

13 And having a provision that requires  
14 an ABRA investigator to conduct a social  
15 distancing walkthrough, we believe, is beneficial  
16 to ensure that the establishment is, in fact, in  
17 compliance with the Mayor's orders, and is, and  
18 is in compliance with these COVID restrictions.

19 Lastly, the summary suspension period  
20 is for 30 days, as opposed to 15 days, because  
21 the establishment has been found in violation of  
22 the, has been, one of the issues was the public  
23 safety, and another of the issues, another issue  
24 was the violation of the COVID restrictions.

25 So we believe this also gives the

1 establishment enough time to address, implement,  
2 and offer for review a security plan, and it  
3 offers enough time for staff to be trained in the  
4 security plans, and this gives enough time for an  
5 ABRA investigator to conduct social distancing  
6 walkthrough to ensure that the establishment is  
7 in compliance with Mayor's orders.

8 CHAIRPERSON ANDERSON: Thank you for  
9 that explanation, Mr. Asim. Mr. Estrada, it's my  
10 understanding that there's an offer in  
11 compromise, and it was, the offer in compromise  
12 was laid out by the government. Is this the  
13 offer in compromise that you accept, sir?

14 MR. ESTRADA: Yes.

15 CHAIRPERSON ANDERSON: Are you aware  
16 that by accepting an offer in compromise that  
17 you're giving up your right to have a hearing on  
18 this matter, sir?

19 MR. ESTRADA: Yes.

20 CHAIRPERSON ANDERSON: Are you also  
21 aware that by accepting an offer in compromise  
22 that you're giving up your right to appeal this  
23 matter, sir?

24 MR. ESTRADA: Yes.

25 CHAIRPERSON ANDERSON: Does any Board

1 Members have any specific questions to either the  
2 government or the licensee regarding the terms of  
3 the OIC?

4 All right. What the Board is going to  
5 do, both Mr. Asim and Mr. Estrada, the Board is  
6 going to go into executive session to discuss the  
7 terms of the OIC. We will probably be gone for  
8 about 10 minutes.

9 You both can stay online for, until  
10 the Board comes back from executive session to  
11 make a determination whether or not we're going  
12 to accept the OIC.

13 Is that, is it clear to you the  
14 process that the Board will be following? Is  
15 that correct? Is, both parties are aware of the  
16 process the Board will follow?

17 MR. ESTRADA: Yes.

18 CHAIRPERSON ANDERSON: All right.  
19 Okay. As Chairperson of the Alcoholic Beverage  
20 Control Board for the District of Columbia, in  
21 accordance with D.C. Official Code Section 2-574B  
22 of the Open Meetings Act, I move that ABC Board  
23 hold a closed meeting for the purpose of seeking  
24 legal advice from our counsel on case number 20-  
25 251-00033, Luna Restaurant, pursuant to D.C.

1 Official Code Section 2-574B4 of the Open  
2 Meetings Act, and deliberate upon case number 20-  
3 251-00033, Luna Restaurant, for the reasons cited  
4 in D.C. Official Code Section 2-574B13 of the  
5 Open Meetings Act. Is there a second?

6 MEMBER CROCKETT: Ms. Crockett  
7 seconds.

8 CHAIRPERSON ANDERSON: Ms. Crockett  
9 has seconded the motion. We will now have a roll  
10 call vote in the motion that has been properly  
11 seconded by Ms. Crockett. Mr. Short?

12 MEMBER SHORT: Mr. Short. I agree.

13 CHAIRPERSON ANDERSON: Mr. Cato?

14 MEMBER CATO: Bobby Cato. I agree.

15 CHAIRPERSON ANDERSON: Ms. Wahabzadah?

16 MEMBER WAHABZADAH: Rema Wahabzadah,  
17 I agree.

18 CHAIRPERSON ANDERSON: Ms. Crockett?

19 MEMBER CROCKETT: Rafi Crockett. I  
20 agree.

21 CHAIRPERSON ANDERSON: Ms. Hansen?

22 MEMBER HANSEN: Jeni Hansen. I agree.

23 CHAIRPERSON ANDERSON: Mr. Grandis?

24 MEMBER GRANDIS: Ed Grandis. I agree.

25 CHAIRPERSON ANDERSON: And Mr.

1 Anderson? I agree. The Board votes 7-0-0. As  
2 it appears that the motion has passed, I hereby  
3 give notice that the ABC Board will recess these  
4 proceedings to hold a closed meeting in the ABC  
5 Board conference room pursuant to Section 2-574B  
6 of the Open Meetings Act.

7 So the Board will go into executive  
8 session. You can remain on the line and we will  
9 be back. Give us about 10 minutes, we should be  
10 back. Thank you. All right, then.

11 (Whereupon, the above-entitled matter  
12 went off the record at 11:47 a.m. and resumed at  
13 11:56 a.m.)

14 CHAIRPERSON ANDERSON: All right.  
15 We're back on the record. There, on this, we're  
16 back on the record for the Luna Restaurant,  
17 license number 20-251-00033. There is an OIC,  
18 and my, the recommendation to the Board is that  
19 we accept the OIC. Is there a second? Is there a  
20 second?

21 MEMBER CROCKETT: Ms. Crockett.

22 MEMBER WAHABZADAH: Rema Wahabzadah --

23 CHAIRPERSON ANDERSON: Ms. Wahabzadah  
24 and Ms. Crockett have seconded the motion. And  
25 I, unfortunately, I have to read the OIC that we

1 will be voting on.

2 So the terms of the OIC, the first  
3 term is that there will be a suspension. The  
4 first term is that respondent shall serve a 30-  
5 day suspension of its ABC license.

6 Can everyone please put their  
7 microphone on mute, please? Yes. The date of  
8 the, the date of the 30-day suspension shall be  
9 Friday, September 11, 2020 through Sunday,  
10 September the 11th, 2020, which includes time  
11 served during the summary suspension period.

12 The ABC license suspension shall be  
13 lifted at 8 a.m. on Monday, October 12, 2020,  
14 provided all other applicable requirements in  
15 this OIC has been satisfied by the respondent.

16 Number 2, there is a fine. Respondent  
17 shall pay fines in the amount of \$2,000 within 90  
18 days, which includes a \$1,000 fine for the  
19 citation previously issued in case number 20-251-  
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25 Security staff will screen all patrons using

1 physical searches or pat-downs, and a  
2 magnetometer, a magnetometer wand or similar  
3 device designed to detect weapons.

4 The security staff will confiscate all  
5 weapons, illegal drugs, or other contraband  
6 identified during a security screening search.  
7 All weapons confiscated will be submitted to the  
8 Metropolitan Police Department.

9 Respondent will maintain a log of  
10 confiscated items that record, records the type  
11 and number of items confiscated, and the date of  
12 confiscation and surrender to MPD.

13 Handling, number 7, handling violent  
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15 detailed procedures on how respondent's security  
16 personnel are to handle violate altercations in  
17 the establishment, including appropriate methods  
18 for separation and handling victims and  
19 aggressors, detaining and controlling aggressive  
20 patrons, handling patrons possessing dangerous  
21 weapons, and handing victims and aggressive  
22 patrons over to MPD.

23 The security plan should also contain  
24 detailed procedures on how to fully cooperate  
25 with ABRA and MPD when a violent incident occurs

1       inside the establishment.

2                   Upon request, respondent shall  
3 immediately provide accurate information to MPD  
4 and ABRA investigators, including information  
5 regarding the involved patrons.

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7 shall not clean up a crime scene under any  
8 circumstances, or authorize anyone to clean up  
9 the crime scene without the prior consent from  
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11 establishment's procedure for preserving a,  
12 preserving a crime scene.

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15 any recorded music within one minute of a violent  
16 incident occurring.

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18 establishment's procedures for ensuring that  
19 lights are turned on and recorded music is turned  
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23 violence. The respondent's security plan shall  
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3 incident report within 24 hours of occurrence,  
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9 incident log entries to include the names and  
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13 log available to MPD, ABRA investigators, and any  
14 other interested parties upon request. In case  
15 of crimes of violence, incident logs must be  
16 signed by an ABC manager or owner. The incident  
17 log shall not be destroyed.

18 Number 12, security camera operation,  
19 system operations. Prior to lifting the  
20 suspension of the establishment's alcoholic  
21 beverage license, the respondent shall  
22 demonstrate to ABRA that it is able to  
23 immediately retrieve footage from the  
24 establishment's security cameras.

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2 be operational and actively recording at the  
3 establishment at all times, and cover existing  
4 blind spots.

5 The security plan shall detail the  
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7 of the cameras, and how the cameras are to be  
8 mounted to best observe patrons while they are in  
9 the establishment.

10 The security plan shall contain a  
11 diagram of the location of all of the cameras  
12 inside and outside of the establishment. No  
13 camera shall be blocked by a curtain, door,  
14 pillar, or other barrier.

15 Number 14, maintenance of security  
16 camera video footage. Respondent must maintain  
17 video footage for a minimum of 30 days, shall  
18 make the video available within 24 hours of a  
19 request from ABRA or MPD. Respondent shall  
20 include this requirement in its security plan.

21 Number 15, assessment of security  
22 camera system. Prior to lifting the suspension  
23 of the establishment's alcoholic beverage  
24 license, an ABRA investigator shall conduct a  
25 walkthrough of the licensed premises with

1       respondent to evaluate the location and number of  
2       security cameras.

3               This assessment will also include an  
4       identification of all blind spots to ensure that  
5       they are adequately covered by the camera system.

6               Number 16, training. All employees  
7       shall be trained by Monday, November 23, 2020 on  
8       the basis of the security plan. The security  
9       plan shall require that a copy of the plan be  
10      provided to and reviewed with other out, any  
11      outside security company hired by the  
12      establishment prior to the security company  
13      starting work at the establishment.

14              On an annual basis, all personnel  
15      employed by the establishment will receive  
16      refresher training on the security plan.

17              Number 17, rendering aide. The  
18      security plan shall state the procedures for all  
19      employees must follow to ensure that all patrons  
20      receive appropriate medical care. This includes,  
21      but is not limited to, administering first aide,  
22      and calling an ambulance.

23              Number 18, employee discipline. The  
24      security plan shall set forth what disciplinary  
25      actions will apply to any security personnel or

1 other employee who does not comply with the  
2 security plan.

3 Number 19, masks. Except when eating  
4 or drinking while seated during the public health  
5 emergency, the respondent shall require that all  
6 owners and employees of the establishment wear a  
7 mask or a face covering while present on the  
8 licensed premises, regardless of whether they are  
9 on duty.

10 The respondent shall also require  
11 patrons, during the public health emergency, to  
12 wear masks or face coverings prior to entering,  
13 or while waiting in line outside of the licensed  
14 premises, while traveling to the bathroom, to the  
15 restroom, or until they are seated or, and eating  
16 or drinking.

17 Number 20, music and entertainment.  
18 Respondent shall not offer live music or  
19 entertainment, including disc jockeys, while the  
20 District of Columbia remains subject to Mayor's  
21 Order 2020-067 and Mayor's Order 2020-075, in  
22 accordance with the Board's notice of fifth  
23 emergency rule making.

24 The respondent shall only offer  
25 recorded or background music that is placed at,

1 played at a conventional, conversational level,  
2 that is not heard on the homes of District  
3 residents.

4 Number 21, operating hours.

5 Respondent shall not operate either inside or  
6 outside, or serve, or sell, serve, or permit the  
7 consumption of alcoholic beverages past midnight  
8 during any day of the week while the District of  
9 Columbia remains subject to Mayor's Order 2020-  
10 067 or Mayor's Order 2020--075 in accordance with  
11 the Board's rule making.

12 Number 22, dining activities.

13 Respondents shall only serve food and alcoholic  
14 beverages to patrons seated at tables while the  
15 District of Columbia remains subject to Mayor's  
16 Order 2020-067 and Mayor's Order 2020-075 in  
17 accordance with the Board's rule making.

18 Tables shall be placed on the, on, so  
19 that patrons in different parties are placed at  
20 least six feet apart from one another.

21 Respondent shall have a menu in use containing a  
22 minimum of three prepared food items available  
23 for purchase, and shall require patrons to  
24 purchase one or more prepared food items per  
25 table. Patrons shall not be permitted to walk

1 around the establishment with food or alcoholic  
2 beverages.

3 Number 23, bar activities. Respondent  
4 shall not seat patrons at indoor or outdoor bars  
5 that are being staffed or utilized by a bartender  
6 while the District of Columbia remains subject to  
7 Mayor's Order 2020-067 and Mayor's Order 2020-  
8 075, in accordance with the Board's rule making.

9 Patrons shall not be permitted to  
10 stand at an indoor or outdoor bar to order food  
11 or alcoholic beverages.

12 Number 24, contact tracing system.  
13 Respondent shall implement a reservation system  
14 by phone, online, or onsite, and keep consumer  
15 logs, customer logs to facilitate contact tracing  
16 by the District of Columbia Department of Health.

17 Number 25, social distancing  
18 walkthrough. Prior to lifting the suspension of  
19 the establishment's alcoholic beverage license,  
20 an ABRA investigator shall conduct a walkthrough  
21 of the licensed establishment with respondent to  
22 evaluate the establishment's compliance with the  
23 District's social distancing requirements.

24 This evaluation shall include an  
25 assessment of the respondent's compliance with

1 Mayor's Order 2020-075, Mayor's Order 2020-080,  
2 and 23 DCMR 8, Section 810.2.

3 And number 26, show cause. This  
4 matter will be referred to the Office of Attorney  
5 General for a possible show cause proceeding.

6 That is the term of the OIC. The  
7 Board, I made a motion that the Board accept the  
8 OIC. Mr. Short has properly seconded. I'm  
9 sorry, Ms. Crockett and Ms. Wahabzadah, am I  
10 correct at, properly accepted the terms of the  
11 OIC. So we'll have a roll call vote on both on  
12 the terms of the OIC. Mr. Short?

13 MEMBER SHORT: Mr. Short. I agree.

14 CHAIRPERSON ANDERSON: Mr. Cato?

15 MEMBER CATO: Bobby Cato. I agree.

16 CHAIRPERSON ANDERSON: Ms. Wahabzadah?

17 MEMBER WAHABZADAH: Rema Wahabzadah.

18 I agree.

19 CHAIRPERSON ANDERSON: Ms. Crockett?

20 MEMBER CROCKETT: Rafi Crockett. I

21 agree.

22 CHAIRPERSON ANDERSON: Ms. Hansen?

23 MEMBER HANSEN: Jeni Hansen. I agree.

24 CHAIRPERSON ANDERSON: Mr. Grandis?

25 MEMBER GRANDIS: Ed Grandis. I agree.

1                   CHAIRPERSON ANDERSON:   And Mr.  
2   Anderson?   I agree.   The matter, the Board has  
3   accepted the OIC and the terms of 7-0-0.   I would  
4   like to thank the parties for working to come to  
5   terms of an agreement that the government  
6   believes is in, is in the interest of the  
7   residents of the District of Columbia, and if the  
8   licensee complies with the, with the terms of the  
9   OIC, then the suspension will be lifted.

10                   Again, thank you very much for your  
11   participation today, and this matter is  
12   concluded.   Thank you for participating.   All  
13   right, then.

14                   MR. ESTRADA:   Thank you very much.

15                   CHAIRPERSON ANDERSON:   All right.

16                   MR. ADAMS:   Thank you.

17                   CHAIRPERSON ANDERSON:   All right.   All  
18   right.   All right.

19                   (Whereupon, the above-entitled matter  
20   went off the record at 12:12 p.m.)

21

22

23

24

25

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C E R T I F I C A T E

This is to certify that the foregoing transcript

In the matter of: Luna Restaurant

Before: DCABRA

Date: 09-30-20

Place: teleconference

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Court Reporter

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