

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
Green Island Café/Heaven and Hell, Inc.)	License Number: 74503
t/a Green Island Café/Heaven and Hell)	Case Numbers: 09-CMP-00088
)	08-CMP-00082(a)
Holder of a Retailer's Class CT License)	Order Number: 2010-369
at premises)	
2327 18 th Street, N.W.)	
Washington, D.C. 20009)	

BEFORE: Charles Brodsky, Chairperson
Mital Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Michael Silverstein, Member

ALSO PRESENT: Green Island Café/Heaven and Hell, Inc. t/a Green Island
Café/Heaven and Hell

Walter Adams, Assistant Attorney General,
Office of the Attorney General, District of Columbia

Martha Jenkins, General Counsel
Alcoholic Beverage Regulation Administration

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER**

On November 25, 2009, the Alcoholic Beverage Control Board (Board) served a Notice of Status Hearing and Show Cause Hearing (Notice), dated November 16, 2009, on Green Island Café/Heaven and Hell, Inc. t/a Green Island Café/Heaven and Hell (Respondent), at premises 2327 18th Street, N.W., Washington, D.C., charging the Respondent with the following violations:

- Charge I: The Respondent failed to superintend in person or keep an ABC-licensed manager on duty at all times in violation of D.C. Code § 25-701, for which the Board may take the proposed action pursuant to D.C. Official Code § 25-823(1) (2009). The date of this violation is February 20, 2009.
- Charge II: The Respondent violated Paragraph 1.3 of the Voluntary Agreement, as approved by the Board on July 21, 2008, which requires an ABC Manager with Alcohol Awareness Training to be present and responsible for any floor under operation in violation of D.C. Code § 25-446(e), for which the Board may take the proposed action pursuant to D.C. Official Code § 25-823(1) (2009). The date of this violation is February 20, 2009.
- Charge III: The Respondent violated Paragraph 2.3 of the Voluntary Agreement, as approved by the Board on July 21, 2008, which requires the Respondent to post “No Loitering” Signs on the rear of the building housing the establishment in violation of D.C. Code § 25-446(e), for which the Board may take the proposed action pursuant to D.C. Official Code § 25-823(1) (2009). The date of this violation is February 20, 2009.
- Charge IV: The Respondent failed to keep and maintain for a period of three years upon the licensed premises, records which include the invoices and delivery slips and which adequately and fully reflect all purchases, sales and deliveries of all alcoholic beverages, except beer, made to the establishment in violation of D.C. Code § 25-113(j)(3)(A) and 23 DCMR 1204.3 (2008), for which the Board may take the proposed action pursuant to D.C. Official Code § 25-823(1) (2009). The dates of this violation are February 26, 2009 and February 27, 2009.
- Charge V: The Respondent violated Paragraph 1.2 of the Voluntary Agreement, as approved by the Board on July 21, 2008, which requires the all servers of alcoholic beverages to undergo Alcohol Awareness Training in violation of D.C. Code § 25-446(e), for which the Board may take the proposed action pursuant to D.C. Official Code § 25-823(1) (2009). The date of this violation is Wednesday, March 4, 2009.

These matters came before the Board for a Show Cause Hearing on May 26, 2010, in accordance with D.C. Code § 25-447 (2001). As a preliminary matter, the Board heard arguments on the Government’s Motion to Bifurcate Proceedings and Continue Show Cause Hearing. The Respondent consented and the Board granted the Government’s Motion on a vote of six to zero. The Board severed Case No. 08-CMP-0082(a) from the

hearing at hand and scheduled the second case for Show Cause Hearing on August 11, 2010 at 1:00 p.m.

The Board proceeded to a Show Cause Hearing on Case No. 09-CMP-00088 on May 26, 2010. The Government and the Respondent presented an Offer in Compromise which was rejected by the Board. The parties then presented evidence through the testimony of witnesses and the submission of documentary evidence. The Board, having considered the evidence, the testimony of witnesses, the arguments of counsel, and the documents comprising the Board's official file, makes the following:

FINDINGS OF FACT

1. The Board issued a Notice of Status Hearing and Show Cause Hearing dated November 16, 2009. (*See* Alcoholic Beverage Regulation Administration (ABRA) Show Cause File No. 09-CMP-00088). The Respondent holds a Retailer's Class CT License and is located at 2327 18th Street, N.W., Washington, D.C. (*See* ABRA Licensing File No. 74503).
2. The Show Cause Hearing in this matter was held on May 26, 2010. The Notice to Show Cause charged the Respondent with the five violations enumerated above. (*See* ABRA Show Cause File No. 09-CMP-00088).
3. The Government presented its case in chief through the testimony of ABRA Investigator Erin Mathieson. *Transcript (Tr.)*, 5/26/10 at 15. The Government also called ABRA Investigator David Bailey as a rebuttal witness. *Tr.*, 5/26/10 at 122. Additionally, the Government presented Investigative Report No. 09-CMP-00088. (*See* Exhibit 1; *Tr.*, 5/26/10 at 39-41).
4. Investigator Mathieson testified that on December 18, 2008, she was present at the establishment because she had received a complaint regarding the Respondent's operations. 5/26/10 at 17-18. At the time of her visit to the establishment, she reviewed the entire Voluntary Agreement, page by page, section by section, with the owner and another employee. *Tr.*, 5/26/10 at 18-19. Investigator Mathieson explained to the owner that the Voluntary Agreement required him to have an ABC licensed manager on every floor of his establishment that is open for business. *Tr.*, 5/26/10 at 19. She also reviewed with him the need for a "No Loitering" sign located at the rear of the establishment. *Tr.*, 5/26/10 at 19. Additionally, Investigator Mathieson reviewed the requirement that the establishment's servers would have to be trained and certified in alcohol awareness matters. *Tr.*, 5/26/10 at 19.
5. On February 20, 2009, Investigator Mathieson and Investigator David Bailey visited the establishment to follow up on a different complaint regarding the allegation that the owner moves between two adjoining establishments via a passageway in order to leave the impression that either the owner, Mehari Woldemariam, or a licensed manager is on duty at all times. *Tr.*, 5/26/10 at 20-25, 54. They were accompanied by Investigator

Amanda Sheehan who entered Columbia Station, an adjoining ABC licensed establishment, also owned by Mr. Woldemariam. *Tr.*, 5/26/10 at 20, 23, 50. Investigators Mathieson and Bailey remained outside Columbia Station. *Tr.*, 5/26/10 at 22. Investigator Sheehan identified herself as an ABRA Investigator and Mr. Woldemariam identified himself as the owner and stated that no other ABC licensed manager was on duty at the time. *Tr.*, 5/26/10 at 20, 23, 50.

6. Investigator Sheehan called Investigators Mathieson and Bailey to inform them that the owner of the Green Island Café/Heaven and Hell was next door at Columbia Station. *Tr.*, 5/26/10 at 24. Immediately, Investigators Mathieson and Bailey entered Green Island Café/Heaven and Hell and requested to speak with an ABC licensed manager or the owner. *Tr.*, 5/26/10 at 24. The employee to whom they spoke informed them that the owner was next door at Columbia Station. *Tr.*, 5/26/10 at 25. They then asked the bartender if there was an ABC licensed manager on duty and the bartender responded by stating that the owner was just there and that he would be returning shortly. *Tr.*, 5/26/10 at 25. Investigators Mathieson and Bailey began to conduct a regulatory inspection. *Tr.*, 5/26/10 at 25.

7. Investigator Mathieson testified that at the time of the regulatory inspection, the establishment was open and alcoholic beverages were being served. *Tr.*, 5/26/10 at 25. There are three floors in the establishment. *Tr.*, 5/26/10 at 26. The first level holds a small bar and there were about ten to 15 patrons on that floor consuming alcoholic beverages. *Tr.*, 5/26/10 at 26. While the investigators were inspecting the second floor, the owner walked in. *Tr.*, 5/26/10 at 26, 52. He arrived about five to ten minutes after the investigators had arrived at the establishment. *Tr.*, 5/26/10 at 41-42, 52. Investigator Bailey asked the owner if he was the only licensed manager on duty at the time and Mr. Woldemariam stated that he was. *Tr.*, 5/26/10 at 26, 52. Investigator Mathieson and Investigator Bailey also confirmed that there was alcoholic beverage service and consumption on the third floor and in the basement. *Tr.*, 5/26/10 at 27, 42. Mr. Waldemariam stated that he was the owner and implied that it was enough that he was present in the establishment. *Tr.*, 5/26/10 at 27.

8. While there, Investigators Mathieson and Bailey also reviewed the terms of the Voluntary Agreement with the owner and pointed out the requirement that a "No Loitering" sign be posted at the rear of the establishment. *Tr.*, 5/26/10 at 28. The two investigators and the owner went to the rear of the building and did not locate a sign on the brick wall or anywhere for that matter. *Tr.*, 5/26/10 at 28. The owner informed the investigators that a homeless person walks through the alley carrying a long stick and pries the sign off the brick wall. *Tr.*, 5/26/10 at 29, 47. The area on the wall where Mr. Waldemariam stated the sign was located is about ten to 15 feet from the ground. *Tr.*, 5/26/10 at 47. Investigator Mathieson could see no indication on the wall where a sign had ever been posted or removed. *Tr.*, 5/26/10 at 47.

9. Investigator Mathieson advised Mr. Woldemariam that she would return to the establishment on Thursday, February 26, 2009 to review the alcohol purchase invoices. *Tr.*, 5/26/10 at 29. Due to the nature of the complaint regarding the sharing of alcohol

inventory between Green Island Café/Heaven and Hell and Columbia Station, Investigator Mathieson purposely set a date with the owner to inspect his invoices. *Tr.*, 5/26/10 at 29, 48.

10. On Thursday, February 26, 2009, Investigator Mathieson returned to the premises where the owner informed her that his wife had taken the invoices off premises for accounting purposes. *Tr.*, 5/26/10 at 30-31. Investigator Mathieson thought it strange that the owner's wife would remove the invoices on the very day the investigator was to have reviewed them with the owner. *Tr.*, 5/26/10 at 30-31. Nonetheless, she then arranged to meet the owner the following day, Friday, February 27, 2009 to review the invoices. *Tr.*, 5/26/10 at 30.

11. On Friday, February 27, 2009, Investigator Mathieson was met by the owner's wife, Roma Bereket, who stated that there was a delivery in progress and that she would go to the office to retrieve other invoices. *Tr.*, 5/26/10 at 30. Ms. Bereket returned from the office with the invoice for the delivery in progress and about 14 additional invoices dating from December 2008 to February 2009. *Tr.*, 5/26/10 at 32, 43-44, 48. Investigator Mathieson then requested to review invoices prior to December 2008 and Ms. Bereket stated that the older invoices were in the office at the establishment next door, Columbia Station. *Tr.*, 5/26/10 at 33. Ms. Bereket returned from Columbia Station with only one invoice and it was for alcoholic beverage purchases for Columbia Station, not Green Island Café/Heaven and Hell. *Tr.*, 5/26/10 at 33. Because licensees are required to maintain invoices for three years, Investigator Mathieson inquired about the remaining invoices and Ms. Bereket stated that they were not there. *Tr.*, 5/26/10 at 33, 48.

12. Investigator Mathieson then asked Mr. Woldemariam for the list of bartenders and a verification of their alcohol awareness training that she had requested the previous day. *Tr.*, 5/26/10 at 34, 44. The list of bartenders was a requirement of the Voluntary Agreement that Mr. Woldemariam had signed. *Tr.*, 5/26/10 at 34. Mr. Woldemariam told Investigator Mathieson on February 26, 2009 that he would have the list for her the next day on February 27, 2009. *Tr.*, 5/26/10 at 35. He did not have the list for Investigator Mathieson and told her that it might be in his vehicle. *Tr.*, 5/26/10 at 35. She then told him that she would return on Tuesday, March 3, 2009 to retrieve the list of trained and certified bartenders. *Tr.*, 5/26/10 at 35-36.

13. On Wednesday March 4, 2009, Investigator Mathieson returned to the establishment to pick up the list and was greeted by the owner who informed her that he had delivered the list to ABRA the day before. *Tr.*, 5/26/10 at 36. He could not recall the name of the staff person but he offered to retrieve a copy of the list for Investigator Mathieson. *Tr.*, 5/26/10 at 37. He returned with a list that named current employees but there was no information regarding whether they were trained on alcohol awareness matters. *Tr.*, 5/26/10 at 37. While the owner was looking for the list, Investigator Mathieson asked one of the bartenders on duty at the time, Jason Alexander, if he had been trained and he stated "no". *Tr.*, 5/26/10 at 37. Mr. Woldemariam told Investigator Mathieson that he was in the process of scheduling training for all of his bar staff who were not currently trained. *Tr.*, 5/26/10 at 38. Neither Mr. Woldemariam nor Ms. Bereket

produced invoices for Investigator Mathieson on her March 4, 2009 visit to the establishment. *Tr.*, 5/26/10 at 45. Nor did Mr. Woldemariam ever provide Investigator Mathieson with the list of ABC licensed managers. *Tr.*, 5/26/10 at 56.

14. The Respondent called the first of two witnesses, Mr. Woldemariam who identified himself as the owner of Green Island Café/Heaven and Hell. *Tr.*, 5/26/10 at 60. He stated that he has owned the business for 27 years and that he has not had any other complaints or violations. *Tr.*, 5/26/10 at 60, 76, 89. He is also the owner of Columbia Station and he is aware that they are two separate establishments and that he cannot be in both places at the same time. *Tr.*, 5/26/10 at 77, 80.

15. Mr. Woldemariam testified that he was present on February 20, 2009 and that he and his wife were next door at Columbia Station enjoying a snack. *Tr.*, 5/26/10 at 61, 84-85. When he learned that Investigator Mathieson was next door at Green Island Café/Heaven and Hell, he returned to the establishment to meet with her. *Tr.*, 5/26/10 at 62. He acknowledged that alcoholic beverages were being served at the establishment, that three floors were in operation and that he had hired a manager who did not have his ABC license. *Tr.*, 5/26/10 at 62, 88. He also acknowledged that some of his bar staff are trained and some are not, though it is his policy that his employees receive their certificates. *Tr.*, 5/26/10 at 63-64, 82. He also admitted that his Voluntary Agreement requires him to have an ABC licensed manager on each floor, but that he cannot afford to have them. *Tr.*, 5/26/10 at 88-89.

16. Mr. Woldemariam testified that he accompanied the investigators to the rear of the building to show them where the "No Loitering" sign was posted. *Tr.*, 5/26/10 at 66, 86, 92-93. He replaced an old worn sign with a new one and it was posted at the time of the hearing. *Tr.*, 5/26/10 at 66-67, 73. He stated that the reason Investigator Mathieson did not testify that the sign was posted during the inspection is because she ignored the owner when he pointed it out to her. *Tr.*, 5/26/10 at 87, 93. He has had one posted ever since he entered into the Voluntary Agreement and he has had to replace it 20 times. *Tr.*, 5/26/10 at 73. He inspects the area where the sign is located every other day. *Tr.*, 5/26/10 at 74.

17. Mr. Woldemariam also testified that he was present at the time Investigator Mathieson came to the establishment to examine the invoices. *Tr.*, 5/26/10 at 70. He admitted that he did not make the invoices available to her but he offered to have them ready for her inspection the next day. *Tr.*, 5/26/10 at 70. The next day, Mr. Woldemariam informed her that his key to the office was broken but that his wife could access the office if Investigator Mathieson would return the next day. *Tr.*, 5/26/10 at 70. He stated that they agreed to meet at 11:00 a.m. *Tr.*, 5/26/10 at 70.

18. Mr. Woldemariam testified that when he arrived the next day, Investigator Mathieson was already meeting with his wife and that she was throwing away the invoices that Ms. Bereket was showing her. *Tr.*, 5/26/10 at 72. He testified that he in fact has every invoice for all purchases made within the previous three years. *Tr.*, 5/26/10 at 72. He has been inspected in the past by ABRA at least once or twice a month, and he is always happy to work with ABRA investigators. *Tr.*, 5/26/10 at 72-73. He only produced three months of

invoices because Investigator Mathieson did not request invoices for three years. *Tr.*, 5/26/10 at 82. He admitted that he is aware that he is to have three years of invoices on his premises. *Tr.*, 5/26/10 at 90. Though he has his invoices, he did not bring them to the hearing. *Tr.*, 5/26/10 at 101-102.

19. Mr. Woldemariam stated that he produced a list of employees for Investigator Mathieson and he also provided her with a list of those who had received alcohol awareness training. *Tr.*, 5/26/10 at 74. He believes that he is fully in compliance with his Voluntary Agreement. *Tr.*, 5/26/10 at 74.

20. The Respondent called Roma Bereket, wife of the owner, as its next witness. *Tr.*, 5/26/10 at 104. Ms. Bereket testified that she works in the restaurant and assists her husband in the operations of the business to include making alcohol purchases and receiving deliveries. *Tr.*, 5/26/10 at 105. She is also responsible for maintaining the books, records and invoices. *Tr.*, 5/26/10 at 105. She stated that she keeps the invoices for three to four years and that she currently has the invoices for the last three years on the premises. *Tr.*, 5/26/10 at 105-106, 113.

21. Ms. Bereket stated that Investigator Mathieson requested to see the invoices for Columbia Station as well as Green Island Café/Heaven and Hell. *Tr.*, 5/26/10 at 107. At another point, Ms. Bereket testified that Investigator Mathieson did not request to see invoices for Green Island Café/Heaven and Hell. *Tr.*, 5/26/10 at 115. Ms. Bereket testified that Investigator Mathieson did not request to see invoices for three years so she only showed her three months of invoices. *Tr.*, 5/26/10 at 107, 109-112. Ms. Bereket stated that there was a miscommunication between the investigator and her. *Tr.*, 5/26/10 at 113. The other invoices are stored in the downstairs office. *Tr.*, 5/26/10 at 114. Ms. Bereket stated that other investigators only request to see three months of invoices and that when ABRA audits, the auditor request three years of invoices. *Tr.*, 5/26/10 at 116.

22. Ms. Bereket admitted that the Respondent orders from Premium Wholesalers every other week or at least ten times a year. *Tr.*, 5/26/10 at 118. However, she only produced five invoices from Premium. *Tr.*, 5/26/10 at 115-116, 118-119.

23. The Government called Investigator David Bailey as its rebuttal witness. *Tr.*, 5/26/10 at 122. Investigator Bailey testified that he accompanied Investigators Mathieson and Sheehan on February 20, 2009 to conduct a regulatory inspection of the Respondent. *Tr.*, 5/26/10 at 123-124. He requested the owner take them to the rear of the building to review the "No Loitering" sign. *Tr.*, 5/26/10 at 125. He did not see a sign on the wall. *Tr.*, 5/26/10 at 125. He stated that Mr. Woldemariam pointed to an area on the wall about 15 feet above the ground to where a sign should have been. *Tr.*, 5/26/10 at 74. When he asked about the missing sign, the owner stated that a homeless man takes a stick and knocks the sign down. *Tr.*, 5/26/10 at 125. Investigator Bailey then advised the owner to take greater measures to more permanently secure the sign. *Tr.*, 5/26/10 at 125-126.

24. Investigator Bailey testified that Investigator Mathieson was present during this entire exchange and did not ignore Mr. Woldemariam's efforts to point out the sign's

location. *Tr.*, 5/26/10 at 127. Investigator Bailey did not believe the owner to be very credible and he was hostile during the inspection regarding the missing sign. *Tr.*, 5/26/10 at 127-128. The owner blamed others for his non-compliance. *Tr.*, 5/26/10 at 128.

CONCLUSIONS OF LAW

25. The Board has the authority to suspend or revoke the license of a licensee who violates any provision(s) of Title 25 of the D.C. Official Code pursuant to D.C. Official Code § 25-823(1) (2009). Additionally, pursuant to the specific statutes under which the Respondent was charged, the Board is authorized to levy fines. D.C. Code § 25-830 and 23 D.C.M.R. 800, *et seq.* In the present case, the Board finds the Respondent's repeated violations warrant a fine and a suspension of the license. Specifically, the Board finds:

26. With regard to Charge I, failing to superintend in person or keep an ABC licensed manager on duty at all times in violation of D.C. Code § 25-701, Respondent admitted he was absent from the establishment while enjoying a snack with his wife at the establishment next door. He did not appear for five to ten minutes after the ABRA investigators arrival. The Board makes this finding based on the admission of the Respondent, the testimony of Investigator Mathieson and the documentary evidence admitted as Government's Exhibit 1.

27. With regard to Charge II, failure to comply with Paragraph 1.3 of the Voluntary Agreement which requires an ABC licensed manager to be present and responsible for any floor under operation, the Respondent admitted that his Voluntary Agreement required him to have a licensed manager on every floor in operation but that he could not afford the staffing. The Investigators inspected every floor in operation to determine if sales, service and consumption of alcoholic beverages was supervised by an ABC licensed manager and discovered that there were no managers on duty. The Board makes this finding based on the admission of the Respondent and the testimony of Investigators Mathieson and Bailey.

28. With regard to Charge III, failure to comply with Paragraph 2.3 of the Voluntary Agreement requiring the Respondent to post a "No Loitering" sign on the rear of the building, the Respondent could not demonstrate to the investigators that a sign was posted at the rear, nor did the investigators ever locate a sign at the rear of the building. The Board makes this finding based on the testimony of Investigators Mathieson and Bailey. The Respondent testified that he has replaced the sign about 20 times, but the Board is hard pressed to believe a homeless man repeatedly removes a "No Loitering" sign located 15 feet from the ground.

29. With regard to Charge IV, failure to keep and maintain for a period of three years, books, records, invoices and delivery slips, the Respondent only produced three months of invoices. The Board makes this finding based on the testimony of Investigators Mathieson and Bailey. Notwithstanding Investigator Mathieson's attempts and willingness to set more than one appointment to accommodate the Respondent, the owner never produced the requested invoices nor did he produce the required invoices at the time of the hearing.

30. With regard to Charge V, failure to comply with Paragraph 1.2 of the Voluntary Agreement which requires that all servers of alcoholic beverages undergo Alcohol Awareness training, the Respondent admitted that not all of the establishment's servers were trained. The Board makes this finding based on the admission of the Respondent and the testimony of Investigator Mathieson.

31. The Board is extremely disturbed by the behavior of Respondent, who after being instructed by ABRA Investigators regarding the terms of the Voluntary Agreement in December 2008, continued to operate its business in total disregard of those terms in February 2009. The Respondent boasted that he has owned the licensed establishment for 27 years and as such, the Board presumes that after that length of time, the licensee knows the laws and regulations related to the privilege of owning a license. Equally importantly, there is an expectation that the licensee will comply with those laws and regulations governing his license.

32. Additionally, the Board is offended that at almost every turn, the licensee had an excuse or far-fetched explanation regarding the violations committed. Whether it was a broken office key or the invoices were delivered to the accountant on the day of the appointment, or a homeless man with a long stick, the Respondent only offered varied excuses, not only to the Investigators but also to the members of this Board. The Respondent provided no real explanation for the violations which were proven by clear and convincing evidence at the hearing. The Board takes this type of behavior very seriously and warns the Respondent to not only comply with ABC laws and regulations, but to fully cooperate with ABRA Investigators at the time of regulatory inspections.

33. The Board takes into consideration in formulating its Order that not only did Respondent commit violations of statutes and regulations presented during this Show Cause Hearing, but Respondent also committed violations of its Voluntary Agreement, an agreement he entered into with the neighborhood. The Board concludes that Respondent's complete disregard for the laws governing his license establishes that no penalty other than a fine and a suspension will suffice to prevent further violations.

ORDER

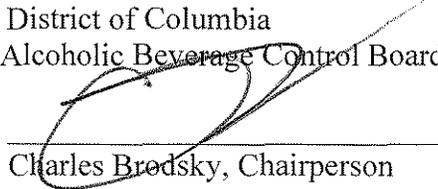
Based on the foregoing findings of fact and conclusions of law, the Board, on this 23rd day of June, 2010, finds that the Respondent, Green Island Café/Heaven and Hell, Inc. t/a Green Island Café/Heaven and Hell, at premises 2327 18th Street, N.W., Washington, D.C., holder of a Retailer's Class CT License, violated D.C. Code § 25-701, § 25-446(e), § 25-113(j)(3)(A) and 23 DCMR 1204.3.

The Board hereby **ORDERS** that:

1. Charge I: Respondent shall **pay a fine in the amount of \$500.00** and shall be suspended for a period of two days; with one day served and one day stayed for one year, provided that the Respondent does not commit any ABC violations.
2. Charge II: Respondent shall **pay a fine in the amount of \$500.00** and shall be suspended for a period of two days; with one day served and one day stayed for one year, provided that the Respondent does not commit any ABC violations.
3. Charge III: Respondent shall **pay a fine in the amount of \$500.00** and shall be suspended for a period of two days, with one day served and one day stayed for one year, provided that the Respondent does not commit any ABC violations.
4. Charge IV: Respondent shall **pay a fine in the amount of \$2,000.00** and shall be suspended for a period of five days, with three days served and two days stayed for one year, provided that the Respondent does not commit any ABC violations.
5. Charge IV: Respondent shall **pay a fine in the amount of \$500.00** and shall be suspended for a period of two days, with one day served and one day stayed for one year, provided that the Respondent does not commit any ABC violations.
6. It is **FURTHER ORDERED** that Respondent shall cause all employees who serve alcohol, whether they have been previously trained or not, to receive training from a Board-certified alcohol awareness training program within 30 days from the date of this Order.
7. It is **FURTHER ORDERED** that Respondent shall make available for ABRA inspection, all books, records, invoices and delivery slips for the last three years within 30 days from the date of this Order.

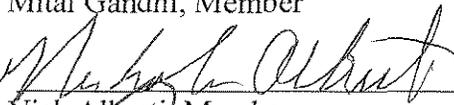
In total, the Respondent shall **pay a fine in the amount of \$4,000.00** by no later than thirty (30) days from the date of this Order. The Respondent shall **serve six days suspension** on July 13, 2010 through July 18, 2010. A total of five days suspension shall be stayed for one year, provided that the Respondent does not commit any ABC violations.

District of Columbia
Alcoholic Beverage Control Board



Charles Brodsky, Chairperson

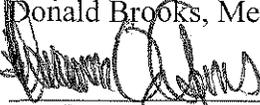
Mital Gandhi, Member



Nick Alberti, Member



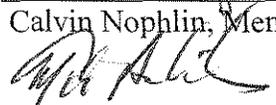
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

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 the service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington D.C. 20001.

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 (April 2004) 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).