

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

1

DISTRICT OF COLUMBIA

ALCOHOLIC BEVERAGE CONTROL BOARD

MEETING

-----x
IN THE MATTER OF: :
 :
Night and Day Management, LLC :
t/a Fur Factory :
33 Patterson Street, NE :
Retailer CN : Show Cause
License No. 60626 : Hearing
ANC 6C : (Status)
Case No. 10-251-00059 :
Interfered with an MPD :
Investigation; Violation of :
Volunteer Agreement; Failed to :
With Security Plan :
-----x

October 17, 2012

The Alcoholic Beverage Control

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

PRESENT

RUTHANNE MILLER, Chairperson

NICK ALBERTI, Member

DONALD BROOKS, Member

HERMAN JONES, Member

CALVIN NOPHLIN, Member

MIKE SILVERSTEIN, Member

ALSO PRESENT

FERNANDO RIVERO, OAG

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

2

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

2 10:00 a.m.

3 CHAIRPERSON MILLER: The next case on the
4 calendar is Case No. 10-251-00059, Fur Factory, located
5 at 33 Patterson Street, N.E., License No. 60626, in ANC
6 6C.

7 MR. MPRAS: Emanuel Mpras for Fur Factory.

8 MR. RIVERO: Good morning, Board members.
9 Fernando Rivero from the District of Columbia.

10 MR. REHMAN: Michael Romeo [sic] for Fur
11 Factory.

12 MR. SHAH: Ahmed Shah for Fur Factory.

13 CHAIRPERSON MILLER: Could you just identify
14 your positions with Fur Factory or could you, Mr.
15 Mpras, identify, you know, are they the owners, who's
16 who exactly?

17 MR. MPRAS: Mr. Shah is the -- it was
18 actually - - excuse me. Mr. Rehman is the authorized
19 representative. We have -- we provided a letter to the
20 government and I have a copy for the Board.

21 CHAIRPERSON MILLER: Okay. Ms. Walker, can
22 you?

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

3

1 MR. MPRAS: And Mr. Shah is the general
2 manager/operations manager.

3 CHAIRPERSON MILLER: Okay. Thank you. So
4 are there any preliminary matters in this case?

5 MR. RIVERO: Yes, there are actually, Board
6 member. There are a number of preliminary matters. And
7 the government has provided some information in writing
8 to assist Board members in following along with our
9 offer in compromise that we present today.

10 First, just some background context
11 concerning this particular case. This case has been
12 around for a couple of years now. Frankly, it's been
13 around for a while. The case was initially slated for
14 status hearing. And at the time, the Licensee had
15 counsel, Mr. Osnos. Mr. Osnos, as maybe you are aware,
16 took ill. And the government did work with Mr. Osnos
17 to attempt some continuances.

18 But eventually, Mr. Osnos passed away. And
19 it was at that point that there was some movement in
20 getting new counsel. And so that help explains part of
21 the delay of why we're here at this juncture. And then
22 the rest of the explanation consists of myself, the

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

4

1 government, working with the Licensee over a period of
2 months on the contents of the security plan that we
3 will provide, details of which we'll provide today,
4 that form a part of one of the terms of the offer in
5 compromise.

6 But we'll deal with the general terms, the
7 penalty terms, and then I'll go into some detail about
8 this new security plan, which was a product of
9 basically back and forth over months to address the
10 issues that were identified in this case and then some
11 others as well. So here it goes. Here are the general
12 terms of the offer in compromise.

13 The offer consists of a fine component of
14 \$3250 payable immediately. Those dollars are
15 distributed as follows: for Charge 2 of the instant
16 case, \$500; for Charge 3 of the instant case, \$2000;
17 and for Case No. 12-

18 CMP-00026 --

19 MR. SILVERSTEIN: Triple zero --

20 MR. RIVERO: -- Twenty-six, \$750. Now, the
21 case that I just mentioned has not been charged but we
22 are folding it into this particular offer in compromise

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

5

1 as part of the global offer in compromise. Case No.
2 12-CMP- 00026 concerns a noise violation, a violation
3 of a voluntary agreement on New Year's of this year.
4 But we've got \$500, \$2000, and \$750; a total of \$3250
5 payable immediately. That's the fine component.

6 Then there is a suspension component. The
7 license will be suspended for four days, all days
8 served, zero days stayed, November 22nd, 23rd, 24th,
9 and 25th of 2012, all days where the Licensee will be
10 open for that holiday. But we have the fine component.
11 We have the suspension component. We also have as part
12 of the offer in compromise the submission of a revised
13 operating agreement.

14 In the course of my work on this case, I
15 discovered an operating agreement that was not accurate
16 because it indicated that the owner managed the day-to-
17 day affairs of the establishment, which was not
18 accurate. So the establishment has revised its
19 operating agreement to show that they do have someone
20 to manage the day to -- the actual day-to-day
21 operations. And even though that - - this requirement
22 is part of this offer in compromise, I understand that

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

6

1 the Licensee has already submitted that revised
2 operating agreement. I think it was done over the
3 summer.

4 And finally, the final component is the
5 submission of a revised security plan, designed to
6 address a number of areas. The first area concerns the
7 installation, operation and recording of video cameras
8 throughout the establishment, covering all blind spots,
9 entrances, exits, service areas, hallways, dance
10 floors, and the mezzanine level. Camera video tapes
11 must be maintained for no less than 30 days and the
12 video must be available upon request by members of ABRA
13 or the Metropolitan Police Department.

14 In addition, the security plan will require
15 employment of MPD reimbursable detail with a minimum of
16 four officers on Friday and Saturday nights. Security
17 staff will be increased to a number of between 20 and
18 42 security employees, the higher number obviously
19 during periods of heavy -- heavier occupancy. There
20 will be maintenance of a detailed incident log for
21 three years, available to any law enforcement entity or
22 ABRA upon request.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

7

1 The security plan will also address detailed
2 procedures for addressing underage individuals who
3 attempt to gain entry -- ID checks. There will also be
4 detailed procedures for addressing violent altercations
5 that take place inside the establishment. Security
6 personnel will be required to have uniforms that
7 include the club insignia as visible.

8 There will be the institution and proof of
9 criminal background checks on all present and future
10 security staff. And by presence, I mean staff that
11 were employed as of August 1st of this year. Security
12 training will be provided to all present security staff
13 within 30 days of this particular agreement and to all
14 future security personnel within 60 days of hire, with
15 renewal training for all security staff on an annual
16 basis. So there will be updates.

17 And this security training will cover
18 specific areas when it does take place: conflict
19 resolution, procedures for handling violent incidents
20 and other emergencies, procedures for calling the
21 police, procedures for crowd control and preventing
22 overcrowding, and procedures for checking ID upon

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

8

1 entry. And the training that concerns the calling of
2 911 or the police department in the event of an
3 incident must involve training when there is an
4 incident inside the premises that results in either
5 patron eviction by security staff or when a crime is
6 observed or someone isn't obviously paying more
7 attention.

8 The establishment will be required to
9 maintain detailed personnel files for its employees and
10 this includes photocopies of their state-issued
11 licenses or identification cards. And this information
12 will be made available to any law enforcement entity or
13 to ABRA on request. And finally, the Licensee is to
14 have a representative available to meet periodically
15 with the MPD district commander or that person's
16 designee to review any issues concerning the Licensee
17 operations or the activity of security personnel if
18 such is warranted.

19 And I do have one last component and that is
20 that Charge 1 of the instant case would be dismissed.
21 Upon further work in this case, the government has
22 concluded that it does not have the evidence to sustain

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

9

1 that charge and that is the reason for the dismissal.
2 And one last point concerning another case and that
3 case would be No. 12565. As part of the offer in
4 compromise today, the government would be dismissing
5 that case. Here's the particular history of what you
6 need to know about that particular case.

7 It arose out of an incident that took place
8 on February 23rd, 2008. Another attorney who was in
9 charge of the Fur cases at that time drafted a notice
10 to show cause. It was transmitted to the agency and
11 then there's some question as to what happened to that
12 notice at that point in time. When I learned of that
13 particular matter, it had been some time since the
14 actual incident.

15 In an attempt to move forward and clear the
16 record, because it's unclear whether there was service
17 to the establishment -- it could be that the persons
18 who accepted service are not even employed there at the
19 -- at this time. So there may be questions about that.
20 There's also question about whether the Licensee can
21 adequately defend (inaudible).

22 We are dismissing this case but perhaps not

1 technically served, which is legally speaking, probably
2 a better thing to do than to, quote, decline the case,
3 which will -- what happens is when we get cases, we
4 don't think that there's enough evidence. We decline
5 them and nothing gets transmitted to ABRA. But because
6 we have a record of transmittal here, we think the more
7 appropriate legal step to take is actual dismissal as
8 opposed to declining something. I hope that particular
9 point is clear.

10 It -- the facts of the case concerned a
11 verbal altercation inside the establishment that
12 increased or escalated into an actual physical
13 altercation right up to the point of exit. Apparently
14 the parties were exiting. But as I said, for the
15 reasons stated, the dismissal of this case is also part
16 of this global offer in compromise that I am presenting
17 to the Board today.

18 And I think that concludes my presentation
19 and the government's obviously available for questions.

20 CHAIRPERSON MILLER: Thank you. Thank you.
21 That's very comprehensive. And it is all on this offer
22 in compromise that's in writing. Everything that you

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

11

1 said is --

2 MR. RIVERO: It is.

3 CHAIRPERSON MILLER: -- it is covered on that
4 sheet --

5 MR. RIVERO: Yes.

6 CHAIRPERSON MILLER: -- correct?

7 MR. RIVERO: That is correct. It's a two-
8 page document and it's all there.

9 CHAIRPERSON MILLER: Okay.

10 MR. RIVERO: It's all kind of typed single
11 spaced but it's all there.

12 CHAIRPERSON MILLER: Okay. So allow me to
13 just -- Mr. Mpras, first of all -- I can't remember now
14 -- did I ask you whether your clients got notice of
15 this show cause hearing -- status hearing?

16 MR. MPRAS: Yes, ma'am. Excuse me. Yes.

17 CHAIRPERSON MILLER: Did we go through that?
18 I'm not sure we did.

19 MR. MPRAS: The show cause hearing?

20 CHAIRPERSON MILLER: The show cause status
21 hearing --

22 MR. MPRAS: Definitely.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

12

1 CHAIRPERSON MILLER: -- whether they got
2 notice, whether they read it, whether they understand
3 it, what they --

4 MR. MPRAS: Yes, ma'am. We did.

5 CHAIRPERSON MILLER: We did this? Okay. So
6 would -- we have before us this typed up offer in
7 compromise between Fur Factory and the government. Is
8 -- do you have that before you?

9 MR. MPRAS: Yes, ma'am.

10 CHAIRPERSON MILLER: Okay. Now, would you
11 say that that represents the offer in compromise that
12 your client agrees to?

13 MR. MPRAS: Yes, it does.

14 CHAIRPERSON MILLER: Okay. And do you have
15 any other comments on it?

16 MR. MPRAS: No, ma'am. Simply that we've
17 worked long and hard with Mr. Rivero to reach this
18 agreement and hopefully, we'll make it livable.

19 CHAIRPERSON MILLER: Okay. Do Board members
20 have questions on this offer in compromise? Yes, Mr.
21 Alberti.

22 MR. ALBERTI: First of all, Mr. Rivero, I

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

13

1 want to thank you for your efforts of trying to pull
2 everything together and clear the slate and working
3 constructively with the License. I -- we really very
4 much appreciate that. And I also want to thank you for
5 your presentation. It was very understandable -- long
6 but very understandable. Thank you. It was very
7 clear.

8 To the Licensee, when would reimbursable --
9 assuming that the Board agrees to this offer in
10 compromise, when would reimbursable detail begin?

11 MR. MPRAS: Immediately.

12 MR. ALBERTI: Immediately. So for --

13 MR. MPRAS: It's already in place.

14 MR. ALBERTI: So for this weekend, we would
15 see if it if this Board accepted this offer in
16 compromise?

17 MR. MPRAS: Yes, you would.

18 MR. ALBERTI: Okay. What days of the week
19 are you open -- normally operate?

20 MR. REHMAN: Friday and Saturday -- only
21 Fridays and Saturdays.

22 MR. ALBERTI: I mean, we've seen other days

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

14

1 of the week, I think.

2 MR. REHMAN: Consistently open Fridays and
3 Saturdays.

4 MR. ALBERTI: And when we see other days,
5 what's --

6 MR. REHMAN: Thursdays or Sundays.

7 MR. ALBERTI: All right. Is -- are those
8 special events? Are those periodic or sporadic?

9 MR. REHMAN: Sometimes special events.

10 MR. ALBERTI: Explain to me why you -- you
11 know, I understand Fridays and Saturdays it's standard.
12 What's happening on the other days that makes you open?

13 MR. REHMAN: We're not open a lot of nights.
14 The venue's pretty big actually. It takes a lot to
15 open the place up.

16 MR. ALBERTI: Right.

17 MR. REHMAN: So if we don't have at least
18 200 --

19 MR. ALBERTI: Uh-huh.

20 MR. REHMAN: -- people, it's not even worth
21 opening up. So when we have special events, sometimes
22 we open up an off night or sometimes we'll open a

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

15

1 smaller room up for a smaller event.

2 MR. ALBERTI: And how often does that happen?

3 MR. REHMAN: Usually every holiday weekend.

4 Yeah. Like --

5 MR. ALBERTI: Every what?

6 MR. REHMAN: -- Memorial weekend, Fourth of

7 July --

8 MR. ALBERTI: Okay.

9 MR. REHMAN: -- Thanksgiving, like, all the
10 holiday weekend, we open like Thursday, Friday,
11 Saturday, Sunday.

12 MR. ALBERTI: Okay. But other times it's
13 not --

14 MR. REHMAN: No. It's usually Friday and
15 Saturday night.

16 MR. ALBERTI: -- it's typical that you --
17 it's not typical that you would open up unless you have --

18 MR. REHMAN: No. Typically Fridays and
19 Saturdays.

20 MR. ALBERTI: Okay.

21 MR. REHMAN: Fridays, you have half the club
22 open. On some Saturdays you have the whole club open.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

16

1 Some Saturdays we have the club open.

2 MR. ALBERTI: Okay. Thank you very much. I
3 have no further questions.

4 CHAIRPERSON MILLER: Mr. Jones, did you have
5 some questions?

6 MR. JONES: Yes, thank you. First I'd like
7 to echo Board Member Alberti's comments to Mr. Rivero.
8 Very thorough. We greatly appreciate the detail. But
9 I did have a few questions and it probably annoys. But
10 that's how I am so I'll ask regardless.

11 MR. RIVERO: That's what I'm here for, to
12 answer the questions.

13 MR. JONES: I appreciate that, sir. For Item
14 A under -- Item 2A and you note in here that the video
15 must be available immediately upon request.

16 MR. RIVERO: Right.

17 MR. JONES: Just immediately, is that within
18 24 hours, within 48 hours, or is it at that moment,
19 when I'm in the establishment and I say, "I want the
20 video now?"

21 MR. RIVERO: It's supposed to be when someone
22 comes in and asks for the video.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

17

1 MR. JONES: Okay.

2 MR. RIVERO: It should be producible.

3 MR. JONES: Okay.

4 MR. RIVERO: What often happens -- what often
5 happens is, you know, so and so -- Mr. So and So is a
6 person who has a technical knowledge and that person
7 isn't here today.

8 MR. JONES: Right.

9 MR. RIVERO: We'll get back to you in two or
10 three days when that person comes back. And the point
11 of this is to have an individual with the technical
12 know-how there when the club is open such that when
13 there's an incident that takes place, at the end of the
14 night, if an ABRA investigator shows up and requests
15 video that there'll be somebody there that can, you
16 know, pull that out --

17 MR. JONES: Okay.

18 MR. RIVERO: -- pursuant to an investigation.

19 MR. JONES: Okay. And that is -- that is the
20 understanding that we should walk away with as we
21 consider this offer in compromise. And if we choose to
22 accept it, then from an enforceability standpoint, then

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

18

1 that would be our expectation is --

2 MR. RIVERO: Right.

3 MR. JONES: Okay.

4 MR. RIVERO: I mean, there has to be somebody
5 there whenever the club is open that has the technical
6 know-how to be able to download the information that is
7 being requested.

8 MR. JONES: Okay.

9 MR. RIVERO: Now, often of course it may be
10 that by the time MPD interviews people to understand
11 what the time frame is involved, it may be a couple of
12 days. In practice, that may happen. But even so, I
13 wanted to have someone from the get-go available. In -
14 - although, in practice, it may be that two days later
15 the actual request from MPD or ABRA takes place.

16 MR. JONES: Got it. Fair enough. Okay.

17 MR. RIVERO: But because the term includes
18 saving video for 30 days --

19 MR. JONES: Uh-huh.

20 MR. RIVERO: -- you know, over this
21 hypothetical two or three days when the request is
22 made, nothing would be done to the footage. It would

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

19

1 be maintained.

2 MR. JONES: Understood. Thank you. Similar
3 question for Item 2D and 2L. You mentioned here
4 regarding the availability of either documents or items
5 related to the incident log, etc. Is this also --
6 should I -- should this be interpreted as immediate, or
7 if not, what time frame did you have in mind as you
8 were thinking through this being available or just at
9 any point in time?

10 MR. RIVERO: Okay. Item D --

11 MR. JONES: Yeah.

12 MR. RIVERO: -- speaks to the request by law
13 enforcement --

14 MR. JONES: Right.

15 MR. RIVERO: -- for this particular
16 information, which is the incident log of a particular
17 date, for example.

18 MR. JONES: All right.

19 MR. RIVERO: The intent of this language is
20 when the request is made, the incident log will be made
21 available.

22 MR. JONES: Okay. Without delay?

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

20

1 MR. RIVERO: So typically speaking, you've
2 got an incident log being made, for example, at the end
3 of the night that the incident took place.

4 MR. JONES: Correct.

5 MR. RIVERO: And, you know, one could
6 envision some instances where one might not -- the
7 establishment might not get around to that for a day or
8 two. But the point is that once the incident log is
9 recorded --

10 MR. JONES: Right.

11 MR. RIVERO: -- that it is at that point to
12 be made available to law enforcement, you know,
13 following some investigation if there is.

14 MR. JONES: Okay. So --

15 MR. RIVERO: That's D.

16 MR. JONES: D, right. And a similar question
17 for the photocopies of employee -- detailed employee
18 records made available to any law enforcement entity or
19 ABRA upon request.

20 MR. RIVERO: Right. So --

21 MR. JONES: Similar?

22 MR. RIVERO: Yeah.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

21

1 MR. JONES: Okay.

2 MR. RIVERO: We've got -- and I worked -- I
3 worked with another establishment a couple years ago on
4 this sort of issue. And it turned out I want to apply
5 it here as a kind of prophylactic measure.

6 MR. JONES: Uh-huh.

7 MR. RIVERO: We don't have facts in this case
8 or in any of the cases, for instance, that an employee
9 was aggressive towards patrons. This particular
10 condition or information stems from my own past
11 experience where you've got employees who are
12 aggressive. And you want to be able to know that they
13 have, you know, a history. If these people suddenly
14 disappear, which may happen, we want to be able to
15 track them if they are accused of some kind of wrongful
16 conduct --

17 MR. JONES: Uh-huh.

18 MR. RIVERO: -- with respect to patrons. And
19 hence, the requirement of maintaining a file so these
20 folks, if they are wanted by -- for whatever reason,
21 there's some ability to locate them.

22 MR. JONES: Makes sense. And for both D and

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

22

1 L I took from your explanation that available upon
2 request -- so it doesn't necessarily mean the day of or
3 -- but if I ask as a law enforcement person -- I ask
4 for that, I should reasonably expect to receive that
5 upon my request?

6 MR. RIVERO: Right. I mean --

7 MR. JONES: Okay.

8 MR. RIVERO: -- all --

9 MR. JONES: It shouldn't be a week, 48 hours
10 that I'm waiting to get this document after my request
11 or is it your sense -- is it your feel when you entered
12 into this with the Licensee --

13 MR. RIVERO: Uh-huh.

14 MR. JONES: -- that a reasonable time frame
15 could be expected? And if so, how would you define
16 reasonable?

17 MR. RIVERO: Yes. There is to be a
18 reasonable meaning applied to --

19 MR. JONES: Okay.

20 MR. RIVERO: -- this entire document. So,
21 for instance, if an MPD officer at 11:00 p.m. or at
22 1:00 p.m.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

23

1 sent an email to maybe Mr. Shah or someone
2 making a request and the -- and the club happens to be
3 closed at that time or --

4 MR. JONES: Right.

5 MR. RIVERO: -- office was closed, then
6 evidently, you know, it would be the next day or when
7 the email is received and read by the individual that
8 then the person is -- who reads it would be to respond
9 to it. So there are situations in which we can envision
10 that a reasonable period of time doesn't necessarily
11 mean immediately.

12 MR. JONES: Fair enough.

13 MR. RIVERO: So it would all be read
14 reasonably under the particular circumstances.

15 MR. JONES: Fair enough.

16 MR. RIVERO: So I would think if somebody
17 walks in during business hours and asks for the manager
18 and says, "I'd like to go into our office and look at a
19 file for employee, Mr. Smith," that that would happen
20 then, unless, of course, the manager's in the middle of
21 quelling some emergency and, you know, would have to
22 please wait, and then, after the emergency, engage in

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

24

1 that request.

2 So again, it's just about a reasonable
3 reading of this -- of the language.

4 MR. JONES: Fair enough. For that detailed
5 information. For Items E, F, and G, would these items
6 been included as part of the security plan?

7 MR. RIVERO: Yes.

8 MR. JONES: Okay.

9 MR. RIVERO: And --

10 MR. JONES: Cool.

11 MR. RIVERO: -- in fact, they are.

12 MR. JONES: Okay.

13 MR. RIVERO: It's -- I have the document --

14 MR. JONES: Okay. Cool.

15 MR. RIVERO: -- with us. So

16 MR. JONES: And then lastly, in terms of
17 Items I, J and K related to training --

18 MR. RIVERO: Yeah.

19 MR. JONES: -- is this an -- is there any
20 requirements associated with how this training is to be
21 conducted, i.e., is there a third party that should be
22 conducting this training? Is it okay for them to come

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

25

1 up with their own internal training program and enforce
2 it internally? What is our thought process in terms of
3 that mechanism?

4 MR. RIVERO: Well, the language does not
5 prevent the Licensee from providing the training in any
6 way that actually accomplishes the goal. The
7 understanding is with the government that the Licensee
8 already engages in the practice of having a third party --

9 MR. JONES: Okay.

10 MR. RIVERO: -- provide that training. So it
11 is our expectation that that current practice will
12 continue and not change.

13 MR. JONES: Thank you. Thank you for that.
14 Thank you, Madam Chair.

15 CHAIRPERSON MILLER: Thank you. Others? I
16 have a follow-up question on that training issue.

17 MR. RIVERO: Sure.

18 CHAIRPERSON MILLER: So third-party training,
19 is there some kind of proof that the training has
20 actually occurred and what it's encompassed, such as,
21 you know, certificates --

22 MR. RIVERO: Yes.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

26

1 CHAIRPERSON MILLER: -- that then would be in
2 the record?

3 MR. RIVERO: After each training, the
4 employees who receive the training would receive a
5 certificate. And a -- at least a copy of that
6 certificate -- and we've discussed this with the
7 Licensee -- will be made part of the file. And so one
8 would understand by looking at the person's file that
9 there is proof of the training that took place.

10 CHAIRPERSON MILLER: The ABRA file?

11 MR. RIVERO: No.

12 CHAIRPERSON MILLER: Your -- his own personal
13 file?

14 MR. RIVERO: The file that is on the employee
15 that is at the premises.

16 CHAIRPERSON MILLER: At the premises. Right.

17 MR. RIVERO: This file that was the subject
18 of Section L.

19 CHAIRPERSON MILLER: Okay. And what's the
20 status of the security plan at this point? Is it -- it
21 says here it would be submitted within 14 days.

22 MR. RIVERO: Correct.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

27

1 CHAIRPERSON MILLER: Okay.

2 MR. RIVERO: It's basically ready.

3 CHAIRPERSON MILLER: Okay.

4 MR. RIVERO: I wanted to do a one -- a last
5 once over and it should be submitted within 14 days of
6 the OIC agreement.

7 CHAIRPERSON MILLER: Okay. And how about the
8 revised operating agreement? That's a submission of --

9 MR. RIVERO: My understanding, it's already
10 been submitted.

11 CHAIRPERSON MILLER: Oh, it's been submitted?

12 MR. RIVERO: Yep.

13 CHAIRPERSON MILLER: Okay. Good.

14 MR. RIVERO: And I have a copy of that.

15 CHAIRPERSON MILLER: Oh, yeah. Mr. Jones, go
16 ahead.

17 MR. JONES: I'm sorry. I did have one --

18 CHAIRPERSON MILLER: Go ahead.

19 MR. JONES: Thank you very much. I had one
20 quick follow-up for the Licensee. Based on the
21 questions that I asked Mr. Rivero and his responses to
22 those questions is -- does that comport with your

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

28

1 understanding as well?

2 MR. MPRAS: It does.

3 MR. JONES: It does. Okay. Thank you.

4 CHAIRPERSON MILLER: Any other questions?

5 Well, let me ask you this, Mr. Rivero and Mr. Mpras. I
6 mean, it seems like -- I mean, this is a -- quite a
7 comprehensive OIC and I -- and I commend you for it.
8 But it seems like our approval of it would be
9 contingent upon submission of this security plan, which
10 we don't have at this point. So I think I have two
11 options. One would be to make a motion to approve it
12 contingent upon that but there would be no signed Order
13 until we got the security plan and it met with our
14 approval or we could wait for the security plan --

15 MR. RIVERO: Right.

16 CHAIRPERSON MILLER: -- and then --

17 MR. RIVERO: Court's indulgence, if I may?

18 All right. The Licensee can file that plan tomorrow
19 but that just gives me the opportunity to make sure
20 that all the T's are crossed and the I's dotted.

21 MR. ALBERTI: Yeah.

22 CHAIRPERSON MILLER: Okay.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

29

1 MR. ALBERTI: Ms. Miller, my understanding
2 that --

3 CHAIRPERSON MILLER: Yeah, go ahead.

4 MR. ALBERTI: I understand that if we accept
5 the OIC, it really becomes a Board Order. And if they
6 fail to submit the plan, then they're in violation of
7 the Order. So that's the hook here for them to submit
8 the plan. So I'm not concerned -- as concerned about
9 the 14 days. I'll just put that out there.

10 CHAIRPERSON MILLER: Well, but I think it's
11 more than just submitting it because we'd want to look
12 at it and make sure it complies with the
13 representations here, that it addresses all these
14 points, I think, before I want to --

15 MR. ALBERTI: All right. And that's one -- I
16 think that -- and that's part of the Order.

17 MR. JONES: It's part of the Order. If it
18 doesn't --

19 MR. ALBERTI: It's part of the Order.

20 MR. JONES: -- meet with that, then --

21 MR. ALBERTI: It's important --

22 MR. JONES: -- they're in violation of the

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

30

1 Order. So I don't necessarily think we have to wait.

2 CHAIRPERSON MILLER: Okay.

3 MR. RIVERO: Oh, I do want to clarify one --

4 CHAIRPERSON MILLER: Okay.

5 MR. RIVERO: -- last point because this is
6 not obvious from the content of the security plan. It
7 does comply with DC Official Code 25-403, I think --

8 CHAIRPERSON MILLER: Okay.

9 MR. RIVERO: -- which is the code section
10 that contains the minimum legal requirements that a
11 security plan must rate.

12 CHAIRPERSON MILLER: Okay.

13 MR. RIVERO: It is -- it is contained in the
14 DC Code Title 25, Chapter 400 -- off the top of my
15 head, it might be 403. And that indicates that at a
16 minimum, a security plan must do X. And this does X
17 plus.

18 CHAIRPERSON MILLER: Okay. So it's already
19 written to such a degree that you can make that
20 representation?

21 MR. RIVERO: Correct.

22 CHAIRPERSON MILLER: Okay.

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

31

1 MR. RIVERO: I can make a representation that
2 it does in fact comply with the current minimum legal --

3 CHAIRPERSON MILLER: Uh-huh.

4 MR. RIVERO: -- requirement.

5 CHAIRPERSON MILLER: Okay.

6 MR. RIVERO: That was relevant information
7 that I think is responding to this question.

8 CHAIRPERSON MILLER: All right. Any other
9 question? Okay. Then my understanding is that the
10 Board would be ready to consider a motion approving
11 this offer in compromise. So I would propose that we
12 accept this offer in compromise that's stated quite
13 fully on two pages typed that's been presented to us as
14 the offer in compromise. I don't think I need to read
15 this report for the record, unless others, you know,
16 feel differently because this is quite comprehensive.

17 So that would be a motion to accept the offer
18 in compromise as it's been presented. Do I have a
19 second?

20 MR. SILVERSTEIN: Second.

21 CHAIRPERSON MILLER: Mr. Silverstein has
22 seconded. Any other comments?

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

32

1 (No audible response.)

2 CHAIRPERSON MILLER: Okay. Not hearing any,
3 all those in favor of this offer in compromise, say
4 aye?

5 (Chorus of ayes.)

6 CHAIRPERSON MILLER: All those opposed?

7 (No audible response.)

8 CHAIRPERSON MILLER: All those abstaining?

9 (No audible response.)

10 CHAIRPERSON MILLER: Then the vote is 6-0-0
11 to accept this offer in compromise. And we'll look
12 forward to the submission of the security agreement --
13 the security plan.

14 MR. RIVERO: Thank you, Board members. I do
15 want to indicate that the document is intended to be a
16 signed document. So we're going to have a signed
17 version presented to the Board --

18 CHAIRPERSON MILLER: Okay.

19 MR. RIVERO: -- for the government and the
20 establishment and counsel will sign that for the Board
21 to submit.

22 CHAIRPERSON MILLER: Okay. And we'll expect

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

33

1 the security plan -- when did you say? I know within
2 14 days is what the agreement says.

3 MR. RIVERO: But no (inaudible) --

4 CHAIRPERSON MILLER: Right.

5 MR. RIVERO: Even (inaudible) --

6 CHAIRPERSON MILLER: And the reimbursable
7 detail's going to be in place for the weekend, correct?

8 MR. MPRAS: Yes, the detail's already in
9 place, ma'am.

10 CHAIRPERSON MILLER: Okay. Great. Great.
11 Perfect. Thank you. Thank you for your excellent work
12 on this.

13 MR. RIVERO: Yeah, thank you.

14 MR. MPRAS: Thank you.

15 CHAIRPERSON MILLER: Okay.

16 (WHEREUPON, at 10:33 a.m., the hearing was
17 concluded.)

18

19

20

21

22

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

34

1 CERTIFICATE OF NOTARY PUBLIC

2

3 I, ERICK McNAIR, the officer before whom the
4 foregoing hearing was taken, do hereby certify that the
5 testimony appearing in the foregoing pages was recorded
6 by me and thereafter reduced to typewriting under my
7 direction; that said transcription is a true record of
8 the testimony given by said parties; that I am neither
9 counsel for, related to, nor employed by any of the
10 parties to the action in which this hearing was taken;
11 and, further, that I am not a relative or employee of
12 any counsel or attorney employed by the parties hereto,
13 nor financially or otherwise interested in the outcome
14 of this action.

15

16

17

18

19

ERICK McNAIR

20

Notary Public in and for the

21

District of Columbia

22

My commission expires: July 14, 2016

(866) 448 - DEPO

www.CapitalReportingCompany.com © 2012

Capital Reporting Company

In the Matter of: Night and Day Management, LLC t/a Fur Factory 10-17-2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

CERTIFICATE OF TRANSCRIPTION

I, MIRANDA PENNACHI, hereby certify that I am not the Court Reporter who reported the proceeding and that I have typed the transcript of the proceeding using the Court Reporter's notes and recordings. The foregoing/attached transcript is a true, correct and complete transcription of the proceedings.

Date

MIRANDA PENNACHI

Transcriptionist

<p>_____</p> <p style="text-align: center;">\$</p> <hr/> <p>\$2000 4:16 5:4</p> <p>\$3250 4:14 5:4</p> <p>\$500 4:16 5:4</p> <p>\$750 4:20 5:4</p> <p>_____</p> <p style="text-align: center;">0</p> <hr/> <p>00026 5:2</p> <p>_____</p> <p style="text-align: center;">1</p> <hr/> <p>1 8:20</p> <p>1:00 22:22</p> <p>10:00 2:2</p> <p>10:33 33:16</p> <p>10-251-00059 1:8 2:4</p> <p>11:00 22:21</p> <p>12 4:17</p> <p>12565 9:3</p> <p>12-CMP 5:2</p> <p>14 26:21 27:5 29:9 33:2 34:22</p> <p>14th 1:14</p> <p>17 1:12</p> <p>1st 7:11</p> <p>_____</p> <p style="text-align: center;">2</p> <hr/> <p>2 4:15</p> <p>20 6:17</p> <p>200 14:18</p> <p>2000 1:14</p> <p>2008 9:8</p> <p>2012 1:12 5:9</p> <p>2016 34:22</p> <p>22nd 5:8</p>	<p>23rd 5:8 9:8</p> <p>24 16:18</p> <p>24th 5:8</p> <p>25 30:14</p> <p>25-403 30:7</p> <p>25th 5:9</p> <p>2A 16:14</p> <p>2D 19:3</p> <p>2L 19:3</p> <p>_____</p> <p style="text-align: center;">3</p> <hr/> <p>3 4:16</p> <p>30 6:11 7:13 18:18</p> <p>33 1:6 2:5</p> <p>_____</p> <p style="text-align: center;">4</p> <hr/> <p>400 30:14</p> <p>403 30:15</p> <p>42 6:18</p> <p>48 16:18 22:9</p> <p>_____</p> <p style="text-align: center;">6</p> <hr/> <p>60 7:14</p> <p>6-0-0 32:10</p> <p>60626 1:7 2:5</p> <p>6C 1:8 2:6</p> <p>_____</p> <p style="text-align: center;">9</p> <hr/> <p>911 8:2</p> <p>_____</p> <p style="text-align: center;">A</p> <hr/> <p>a.m 2:2 33:16</p> <p>ability 21:21</p> <p>able 18:6 21:12,14</p> <p>ABRA 6:12,22 8:13 10:5 17:14 18:15 20:19</p>	<p>26:10</p> <p>abstaining 32:8</p> <p>accept 17:22 29:4 31:12,17 32:11</p> <p>accepted 9:18 13:15</p> <p>accomplishes 25:6</p> <p>accurate 5:15,18</p> <p>accused 21:15</p> <p>action 34:10,14</p> <p>activity 8:17</p> <p>actual 5:20 9:14 10:7,12 18:15</p> <p>actually 2:18 3:5 14:14 25:6,20</p> <p>addition 6:14</p> <p>address 4:9 6:6 7:1</p> <p>addresses 29:13</p> <p>addressing 7:2,4</p> <p>adequately 9:21</p> <p>affairs 5:17</p> <p>agency 9:10</p> <p>aggressive 21:9,12</p> <p>ago 21:3</p> <p>agreement 1:10 5:3,13,15,19 6:2 7:13 12:18 27:6,8 32:12 33:2</p> <p>ahead 27:16,18 29:3</p> <p>Ahmed 2:12</p> <p>Alberti 1:18 12:21,22 13:12,14,18,22 14:4,7,10,16,19</p>	<p>15:2,5,8,12,16,2 0 16:2 28:21 29:1,4,15,19,21</p> <p>Alberti's 16:7</p> <p>Alcoholic 1:2,13,14</p> <p>allow 11:12</p> <p>already 6:1 13:13 25:8 27:9 30:18 33:8</p> <p>altercation 10:11,13</p> <p>altercations 7:4</p> <p>am 10:16 16:10 34:8,11 35:3</p> <p>ANC 1:8 2:5</p> <p>annoy 16:9</p> <p>annual 7:15</p> <p>answer 16:12</p> <p>Apparently 10:13</p> <p>appearing 34:5</p> <p>applied 22:18</p> <p>apply 21:4</p> <p>appreciate 13:4 16:8,13</p> <p>appropriate 10:7</p> <p>approval 28:8,14</p> <p>approve 28:11</p> <p>approving 31:10</p> <p>area 6:6</p> <p>areas 6:6,9 7:18</p> <p>arose 9:7</p> <p>assist 3:8</p> <p>associated 24:20</p> <p>assuming 13:9</p> <p>attempt 3:17 7:3</p>
---	---	--	--

<p>9:15 attention 8:7 attorney 9:8 34:12 audible 32:1,7,9 August 7:11 authorized 2:18 availability 19:4 available 6:12,21 8:12,14 10:19 16:15 18:13 19:8,21 20:12,18 22:1 aware 3:15 away 3:18 17:20 aye 32:4 eyes 32:5</p> <hr/> <p style="text-align: center;">B</p> <hr/> <p>background 3:10 7:9 Based 27:20 basically 4:9 27:2 basis 7:16 becomes 29:5 begin 13:10 better 10:2 Beverage 1:2,13,14 blind 6:8 Board 1:2,14 2:8,20 3:5,8 10:17 12:19 13:9,15 16:7 29:5 31:10 32:14,17,20 BROOKS 1:18 Building 1:14</p>	<p>business 23:17</p> <hr/> <p style="text-align: center;">C</p> <hr/> <p>calendar 2:4 CALVIN 1:19 Camera 6:10 cameras 6:7 cards 8:11 case 1:8 2:3,4 3:4,11,13 4:10,16,17,21 5:1,14 8:20,21 9:2,3,5,6,22 10:2,10,15 21:7 cases 9:9 10:3 21:8 cause 1:7 9:10 11:15,19,20 certificate 26:5,6 34:1 35:1 certificates 25:21 certify 34:4 35:3 Chair 25:14 Chairperson 1:15,17 2:3,13,21 3:3 10:20 11:3,6,9,12,17,2 0 12:1,5,10,14,19 16:4 25:15,18 26:1,10,12,16,19 27:1,3,7,11,13,1 5,18 28:4,16,22 29:3,10 30:2,4,8,12,18,2 2 31:3,5,8,21 32:2,6,8,10,18,2 2 33:4,6,10,15 change 25:12</p>	<p>Chapter 30:14 charge 4:15,16 8:20 9:1,9 charged 4:21 checking 7:22 checks 7:3,9 choose 17:21 Chorus 32:5 circumstances 23:14 clarify 30:3 clear 9:15 10:9 13:2,7 client 12:12 clients 11:14 closed 23:3,5 club 7:7 15:21,22 16:1 17:12 18:5 23:2 CMP-00026 4:18 CN 1:7 code 30:7,9,14 Columbia 1:1 2:9 34:21 comes 16:22 17:10 commander 8:15 commend 28:7 comments 12:15 16:7 31:22 commission 34:22 complete 35:8 complies 29:12 comply 30:7 31:2 component 4:13 5:5,6,10,11 6:4 8:19</p>	<p>comport 27:22 comprehensive 10:21 28:7 31:16 compromise 3:9 4:5,12,22 5:1,12,22 9:4 10:16,22 12:7,11,20 13:10,16 17:21 31:11,12,14,18 32:3,11 concerned 10:10 29:8 concerning 3:11 8:16 9:2 concerns 5:2 6:6 8:1 concluded 8:22 33:17 concludes 10:18 condition 21:10 conduct 21:16 conducted 24:21 conducting 24:22 conflict 7:18 consider 17:21 31:10 Consistently 14:2 consists 3:22 4:13 constructively 13:3 contained 30:13 contains 30:10 content 30:6 contents 4:2 context 3:10 contingent 28:9,12</p>
--	---	--	---

<p>continuances 3:17 continue 25:12 control 1:2,13,14 7:21 Cool 24:10,14 copy 2:20 26:5 27:14 correct 11:6,7 20:4 26:22 30:21 33:7 35:7 counsel 3:15,20 32:20 34:9,12 couple 3:12 18:11 21:3 course 5:14 18:9 23:20 Court 35:4,6 Court's 28:17 cover 7:17 covered 11:3 covering 6:8 crime 8:5 criminal 7:9 crossed 28:20 crowd 7:21 current 25:11 31:2</p> <hr/> <p style="text-align: center;">D</p> <hr/> <p>D.C 1:15 dance 6:9 date 19:17 35:13 day 1:5 5:17,20 20:7 22:2 23:6 days 5:7,8,9 6:11 7:13,14 13:18,22 14:4,12 17:10 18:12,14,18,21</p>	<p>26:21 27:5 29:9 33:2 day-to 5:16 day-to-day 5:20 DC 30:7,14 deal 4:6 decline 10:2,4 declining 10:8 defend 9:21 define 22:15 Definitely 11:22 degree 30:19 delay 3:21 19:22 department 6:13 8:2 designed 6:5 designee 8:16 detail 4:7 6:15 13:10 16:8 detailed 6:20 7:1,4 8:9 20:17 24:4 details 4:3 detail's 33:7,8 differently 31:16 direction 34:7 disappear 21:14 discovered 5:15 discussed 26:6 dismissal 9:1 10:7,15 dismissed 8:20 dismissing 9:4,22 distributed 4:15 district 1:1 2:9 8:15 34:21</p>	<p>document 11:8 22:10,20 24:13 32:15,16 documents 19:4 dollars 4:14 DONALD 1:18 done 6:2 18:22 dotted 28:20 download 18:6 drafted 9:9 during 6:19 23:17</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>echo 16:7 efforts 13:1 either 8:4 19:4 email 23:1,7 Emanuel 2:7 emergencies 7:20 emergency 23:21,22 employed 7:11 9:18 34:9,12 employee 20:17 21:8 23:19 26:14 34:11 employees 6:18 8:9 21:11 26:4 employment 6:15 encompassed 25:20 enforce 25:1 enforceability 17:22 enforcement 6:21 8:12 19:13 20:12,18 22:3</p>	<p>engage 23:22 engages 25:8 entered 22:11 entire 22:20 entity 6:21 8:12 20:18 entrances 6:9 entry 7:3 8:1 envision 20:6 23:9 ERICK 34:3,19 escalated 10:12 establishment 5:17,18 6:8 7:5 8:8 9:17 10:11 16:19 20:7 21:3 32:20 event 8:2 15:1 events 14:8,9,21 eventually 3:18 everything 10:22 13:2 eviction 8:5 evidence 8:22 10:4 evidently 23:6 exactly 2:16 example 19:17 20:2 excellent 33:11 excuse 2:18 11:16 exit 10:13 exiting 10:14 exits 6:9 expect 22:4 32:22 expectation 18:1 25:11</p>
---	--	---	--

<p>expected 22:15 experience 21:11 expires 34:22 Explain 14:10 explains 3:20 explanation 3:22 22:1</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>fact 24:11 31:2 Factory 1:6 2:4,7,11,12,14 12:7 facts 10:10 21:7 fail 29:6 Failed 1:10 Fair 18:16 23:12,15 24:4 favor 32:3 February 9:8 feel 22:11 31:16 Fernando 1:21 2:9 file 21:19 23:19 26:7,8,10,13,14, 17 28:18 files 8:9 final 6:4 finally 6:4 8:13 financially 34:13 fine 4:13 5:5,10 first 3:10 6:6 11:13 12:22 16:6 floors 6:10 folding 4:22 folks 21:20 follow-up 25:16</p>	<p>27:20 footage 18:22 foregoing 34:4,5 foregoing/ attached 35:7 form 4:4 forth 4:9 forward 9:15 32:12 Fourth 15:6 frame 18:11 19:7 22:14 Frankly 3:12 Friday 6:16 13:20 15:10,14 Fridays 13:21 14:2,11 15:18,21 fully 31:13 Fur 1:6 2:4,7,10,12,14 9:9 12:7 future 7:9,14</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>gain 7:3 general 3:1 4:6,11 get-go 18:13 gets 10:5 getting 3:20 given 34:8 gives 28:19 global 5:1 10:16 goal 25:6 government 2:20 3:7,16 4:1 8:21 9:4 12:7 25:7</p>	<p>32:19 government's 10:19 Great 33:10 greatly 16:8</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>half 15:21 hallways 6:9 handling 7:19 happen 15:2 18:12 21:14 23:19 happened 9:11 happens 10:3 17:4,5 23:2 hard 12:17 having 25:8 head 30:15 hearing 1:7,14 3:14 11:15,19,21 32:2 33:16 34:4,10 heavier 6:19 heavy 6:19 help 3:20 hence 21:19 hereby 34:4 35:3 Here's 9:5 hereto 34:12 HERMAN 1:19 higher 6:18 hire 7:14 history 9:5 21:13 holiday 5:10 15:3,10 hook 29:7</p>	<p>hope 10:8 hopefully 12:18 hours 16:18 22:9 23:17 hypothetical 18:21</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>i.e 24:21 I'd 16:6 23:18 ID 7:3,22 identification 8:11 identified 4:10 identify 2:13,15 ill 3:16 I'll 4:7 16:10 29:9 I'm 11:18 16:11,19 22:10 27:17 29:8 immediate 19:6 immediately 4:14 5:5 13:11,12 16:15,17 23:11 important 29:21 inaudible 9:21 33:3,5 incident 6:20 8:3,4 9:7,14 17:13 19:5,16,20 20:2,3,8 incidents 7:19 include 7:7 included 24:6 includes 8:10 18:17 increased 6:17 10:12 indicate 32:15</p>
--	--	--	---

<p>indicated 5:16</p> <p>indicates 30:15</p> <p>individual 17:11 23:7</p> <p>individuals 7:2</p> <p>indulgence 28:17</p> <p>information 3:7 8:11 18:6 19:16 21:10 24:5 31:6</p> <p>initially 3:13</p> <p>inside 7:5 8:4 10:11</p> <p>insignia 7:7</p> <p>installation 6:7</p> <p>instance 21:8 22:21</p> <p>instances 20:6</p> <p>instant 4:15,16 8:20</p> <p>institution 7:8</p> <p>intended 32:15</p> <p>intent 19:19</p> <p>interested 34:13</p> <p>Interfered 1:9</p> <p>internal 25:1</p> <p>internally 25:2</p> <p>interpreted 19:6</p> <p>interviews 18:10</p> <p>investigation 1:9 17:18 20:13</p> <p>investigator 17:14</p> <p>involve 8:3</p> <p>involved 18:11</p> <p>I's 28:20</p> <p>isn't 8:6 17:7</p>	<p>issue 21:4 25:16</p> <p>issues 4:10 8:16</p> <p>Item 16:13,14 19:3,10</p> <p>items 19:4 24:5,17</p> <p>it's 3:12 9:16 11:7,8,10,11 13:13 14:11,20 15:12,14,16,17 16:21 24:2,13 25:20 27:2,9,11 29:10,17,19,21 30:18 31:18</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>Jones 1:19 16:4,6,13,17 17:1,3,8,17,19 18:3,8,16,19 19:2,11,14,18,22 20:4,10,14,16,21 21:1,6,17,22 22:7,9,14,19 23:4,12,15 24:4,8,10,12,14, 16,19 25:9,13 27:15,17,19 28:3 29:17,20,22</p> <p>July 15:7 34:22</p> <p>junction 3:21</p> <hr/> <p style="text-align: center;">K</p> <hr/> <p>know-how 17:12 18:6</p> <p>knowledge 17:6</p> <hr/> <p style="text-align: center;">L</p> <hr/> <p>language 19:19 24:3 25:4</p> <p>last 8:19 9:2 27:4 30:5</p>	<p>lastly 24:16</p> <p>later 18:14</p> <p>law 6:21 8:12 19:12 20:12,18 22:3</p> <p>learned 9:12</p> <p>least 14:17 26:5</p> <p>legal 10:7 30:10 31:2</p> <p>legally 10:1</p> <p>less 6:11</p> <p>letter 2:19</p> <p>level 6:10</p> <p>license 1:7 2:5 5:7 13:3</p> <p>Licensee 3:14 4:1 5:9 6:1 8:13,16 9:20 13:8 22:12 25:5,7 26:7 27:20 28:18</p> <p>licenses 8:11</p> <p>livable 12:18</p> <p>LLC 1:5</p> <p>locate 21:21</p> <p>located 2:4</p> <p>log 6:20 19:5,16,20 20:2,8</p> <p>long 12:17 13:5</p> <p>lot 14:13,14</p> <hr/> <p style="text-align: center;">M</p> <hr/> <p>ma'am 11:16 12:4,9,16 33:9</p> <p>Madam 25:14</p> <p>maintain 8:9</p> <p>maintained 6:11 19:1</p>	<p>maintaining 21:19</p> <p>maintenance 6:20</p> <p>manage 5:20</p> <p>managed 5:16</p> <p>Management 1:5</p> <p>manager 3:2 23:17</p> <p>manager/ operations 3:2</p> <p>manager's 23:20</p> <p>matter 1:4 9:13</p> <p>matters 3:4,6</p> <p>may 9:19 18:9,11,12,14 21:14 28:17</p> <p>maybe 3:15 23:1</p> <p>McNAIR 34:3,19</p> <p>mean 7:10 13:22 18:4 22:2,6 23:11 28:6</p> <p>meaning 22:18</p> <p>measure 21:5</p> <p>mechanism 25:3</p> <p>meet 8:14 29:20</p> <p>MEETING 1:3</p> <p>member 1:18,19,20 3:6 16:7</p> <p>members 2:8 3:8 6:12 12:19 32:14</p> <p>Memorial 15:6</p> <p>mentioned 4:21 19:3</p> <p>met 1:14 28:13</p> <p>Metropolitan 6:13</p> <p>mezzanine 6:10</p> <p>Michael 2:10</p>
--	--	---	--

<p>middle 23:20</p> <p>MIKE 1:20</p> <p>Miller 1:15,17 2:3,13,21 3:3 10:20 11:3,6,9,12,17,20 12:1,5,10,14,19 16:4 25:15,18 26:1,10,12,16,19 27:1,3,7,11,13,15,18 28:4,16,22 29:1,3,10 30:2,4,8,12,18,22 31:3,5,8,21 32:2,6,8,10,18,22 33:4,6,10,15</p> <p>mind 19:7</p> <p>minimum 6:15 30:10,16 31:2</p> <p>MIRANDA 35:3,13</p> <p>moment 16:18</p> <p>months 4:2,9</p> <p>morning 2:8</p> <p>motion 28:11 31:10,17</p> <p>move 9:15</p> <p>movement 3:19</p> <p>MPD 1:9 6:15 8:15 18:10,15 22:21</p> <p>Mpras 2:7,15,17 3:1 11:13,16,19,22 12:4,9,13,16 13:11,13,17 28:2,5 33:8,14</p> <p>myself 3:22</p> <hr/> <p style="text-align: center;">N</p> <hr/>	<p>N.E 2:5</p> <p>N.W 1:14</p> <p>NE 1:6</p> <p>necessarily 22:2 23:10 30:1</p> <p>neither 34:8</p> <p>NICK 1:18</p> <p>night 1:5 14:22 15:15 17:14 20:3</p> <p>nights 6:16 14:13</p> <p>noise 5:2</p> <p>NOPHLIN 1:19</p> <p>nor 34:9,13</p> <p>normally 13:19</p> <p>Notary 34:1,20</p> <p>note 16:14</p> <p>notes 35:6</p> <p>nothing 10:5 18:22</p> <p>notice 9:9,12 11:14 12:2</p> <p>November 5:8</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>OAG 1:21</p> <p>obvious 30:6</p> <p>obviously 6:18 8:6 10:19</p> <p>occupancy 6:19</p> <p>occurred 25:20</p> <p>October 1:12</p> <p>offer 3:9 4:4,12,13,22 5:1,12,22 9:3 10:16,21 12:6,11,20 13:9,15 17:21 31:11,12,14,17</p>	<p>32:3,11</p> <p>office 23:5,18</p> <p>officer 22:21 34:3</p> <p>officers 6:16</p> <p>Official 30:7</p> <p>Oh 27:11,15 30:3</p> <p>OIC 27:6 28:7 29:5</p> <p>okay 2:21 3:3 11:9,12 12:5,10,14,19 13:18 15:8,12,20 16:2 17:1,3,17,19 18:3,8,16 19:10,22 20:14 21:1 22:7,19 24:8,12,14,22 25:9 26:19 27:1,3,7,13 28:3,22 30:2,4,8,12,18,22 31:5,9 32:2,18,22 33:10,15</p> <p>open 5:10 13:19 14:2,12,13,15,22 15:10,17,22 16:1 17:12 18:5</p> <p>opening 14:21</p> <p>operate 13:19</p> <p>operating 5:13,15,19 6:2 27:8</p> <p>operation 6:7</p> <p>operations 5:21 8:17</p> <p>opportunity 28:19</p> <p>opposed 10:8 32:6</p>	<p>options 28:11</p> <p>Order 28:12 29:5,7,16,17,19 30:1</p> <p>Osnos 3:15,16,18</p> <p>others 4:11 25:15 31:15</p> <p>otherwise 34:13</p> <p>outcome 34:13</p> <p>overcrowding 7:22</p> <p>owner 5:16</p> <p>owners 2:15</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>p.m 22:21,22</p> <p>page 11:8</p> <p>pages 31:13 34:5</p> <p>particular 3:11 4:22 7:13 9:5,6,13 10:8 19:15,16 21:9 23:14</p> <p>parties 10:14 34:8,10,12</p> <p>party 24:21 25:8</p> <p>passed 3:18</p> <p>past 21:10</p> <p>patron 8:5</p> <p>patrons 21:9,18</p> <p>Patterson 1:6 2:5</p> <p>payable 4:14 5:5</p> <p>paying 8:6</p> <p>penalty 4:7</p> <p>PENNACHI 35:3,13</p> <p>people 14:20 18:10</p>
--	--	---	---

<p>21:13 Perfect 33:11 perhaps 9:22 period 4:1 23:10 periodic 14:8 periodically 8:14 periods 6:19 person 17:6,10 22:3 23:8 personal 26:12 personnel 7:6,14 8:9,17 persons 9:17 person's 8:15 26:8 photocopies 8:10 20:17 physical 10:12 plan 1:10 4:2,8 6:5,14 7:1 24:6 26:20 28:9,13,14,18 29:6,8 30:6,11,16 32:13 33:1 please 23:22 plus 30:17 point 3:19 9:2,12 10:9,13 17:10 19:9 20:8,11 26:20 28:10 30:5 points 29:14 police 6:13 7:21 8:2 positions 2:14 practice 18:12,14 25:8,11 preliminary 3:4,6</p>	<p>premises 8:4 26:15,16 presence 7:10 present 1:17,20 3:9 7:9,12 presentation 10:18 13:5 presented 31:13,18 32:17 presenting 10:16 presiding 1:15 pretty 14:14 prevent 25:5 preventing 7:21 probably 10:1 16:9 procedures 7:2,4,19,20,21,2 2 proceeding 35:4,5 proceedings 35:8 process 25:2 producible 17:2 product 4:8 program 25:1 proof 7:8 25:19 26:9 prophylactic 21:5 propose 31:11 provide 4:3 25:10 provided 2:19 3:7 7:12 providing 25:5 Public 34:1,20 pull 13:1 17:16 pursuant 17:18</p>	<p style="text-align: center;"><hr/>Q<hr/></p> <p>quelling 23:21 question 9:11,20 19:3 20:16 25:16 31:7,9 questions 9:19 10:19 12:20 16:3,5,9,12 27:21,22 28:4 quick 27:20 quite 28:6 31:12,16 quote 10:2</p> <p style="text-align: center;"><hr/>R<hr/></p> <p>rate 30:11 reach 12:17 reading 24:3 reads 23:8 ready 27:2 31:10 really 13:3 29:5 reason 9:1 21:20 reasonable 22:14,16,18 23:10 24:2 reasonably 22:4 23:14 reasons 10:15 receive 22:4 26:4 received 23:7 record 9:16 10:6 26:2 31:15 34:7 recorded 20:9 34:5 recording 6:7 recordings 35:6</p>	<p>records 20:18 reduced 34:6 Reeves 1:14 regarding 19:4 regardless 16:10 Rehman 2:10,18 13:20 14:2,6,9,13,17,2 0 15:3,6,9,14,18,2 1 reimbursable 6:15 13:8,10 33:6 related 19:5 24:17 34:9 relative 34:11 relevant 31:6 remember 11:13 renewal 7:15 report 31:15 reported 35:4 Reporter 35:4 Reporter's 35:6 representation 30:20 31:1 representations 29:13 representative 2:19 8:14 represents 12:11 request 6:12,22 8:13 16:15 18:15,21 19:12,20 20:19 22:2,5,10 23:2 24:1 requested 18:7</p>
---	---	--	---

<p>requests 17:14 require 6:14 required 7:6 8:8 requirement 5:21 21:19 31:4 requirements 24:20 30:10 resolution 7:19 respect 21:18 respond 23:8 responding 31:7 response 32:1,7,9 responses 27:21 rest 3:22 results 8:4 Retailer 1:7 review 8:16 revised 5:12,18 6:1,5 27:8 Rivero 1:21 2:8,9 3:5 4:20 11:2,5,7,10 12:17,22 16:7,11,16,21 17:2,4,9,18 18:2,4,9,17,20 19:10,12,15,19 20:1,5,11,15,20, 22 21:2,7,18 22:6,8,13,17,20 23:5,13,16 24:7,9,11,13,15, 18 25:4,10,17,22 26:3,11,14,17,22 27:2,4,9,12,14,2 1 28:5,15,17 30:3,5,9,13,21 31:1,4,6 32:14,19</p>	<p>33:3,5,13 Romeo 2:10 room 1:14 15:1 Ruthanne 1:15,17 <hr/> <p style="text-align: center;">S</p> <hr/> Saturday 6:16 13:20 15:11,15 Saturdays 13:21 14:3,11 15:19,22 16:1 saving 18:18 second 31:19,20 seconded 31:22 section 26:18 30:9 security 1:10 4:2,8 6:5,14,16,18 7:1,5,10,11,12,1 4,15,17 8:5,17 24:6 26:20 28:9,13,14 30:6,11,16 32:12,13 33:1 seems 28:6,8 seen 13:22 sense 21:22 22:11 sent 23:1 served 5:8 10:1 service 6:9 9:16,18 Shah 2:12,17 3:1 23:1 sheet 11:4 shows 17:14 sic 2:10 sign 32:20 signed 28:12 32:16 Silverstein 1:20</p>	<p>4:19 31:20,21 similar 19:2 20:16,21 Simply 12:16 single 11:10 sir 16:13 situations 23:9 slate 13:2 slated 3:13 smaller 15:1 Smith 23:19 somebody 17:15 18:4 23:16 someone 5:19 8:6 16:21 18:13 23:1 sorry 27:17 sort 21:4 spaced 11:11 speaking 10:1 20:1 speaks 19:12 special 14:8,9,21 specific 7:18 sporadic 14:8 spots 6:8 staff 6:17 7:10,12,15 8:5 standard 14:11 standpoint 17:22 stated 10:15 31:12 state-issued 8:10 status 1:8 3:14 11:15,20 26:20 stayed 5:8 stems 21:10 step 10:7</p>	<p>Street 1:6,14 2:5 subject 26:17 submission 5:12 6:5 27:8 28:9 32:12 submit 29:6,7 32:21 submitted 6:1 26:21 27:5,10,11 submitting 29:11 suddenly 21:13 summer 6:3 Sunday 15:11 Sundays 14:6 supposed 16:21 sure 11:18 25:17 28:19 29:12 suspended 5:7 suspension 5:6,11 sustain 8:22 <hr/> <p style="text-align: center;">T</p> <hr/> t/a 1:6 tapes 6:10 technical 17:6,11 18:5 technically 10:1 term 18:17 terms 4:4,6,7,12 24:16 25:2 testimony 34:5,8 thank 3:3 10:20 13:1,4,6 16:2,6 19:2 25:13,14,15 27:19 28:3 32:14 33:11,13,14 Thanksgiving</p>
---	--	---	--

<p>15:9 that's 5:5 10:21,22 16:10,11 20:15 27:8 29:7,15,16 31:12,13 thereafter 34:6 there'll 17:15 there's 9:11,20 10:4 17:13 21:21 they're 29:6,22 third 24:21 25:8 third-party 25:18 thorough 16:8 throughout 6:8 Thursday 15:10 Thursdays 14:6 Title 30:14 today 3:9 4:3 9:4 10:17 17:7 tomorrow 28:18 top 30:14 total 5:4 towards 21:9 track 21:15 training 7:12,15,17 8:1,3 24:17,20,22 25:1,5,10,16,18, 19 26:3,4,9 transcript 35:5,7 transcription 34:7 35:1,8 Transcriptionist 35:14 transmittal 10:6 transmitted 9:10</p>	<p>10:5 Triple 4:19 true 34:7 35:7 trying 13:1 T's 28:20 turned 21:4 Twenty-six 4:20 typed 11:10 12:6 31:13 35:5 typewriting 34:6 typical 15:16,17 typically 15:18 20:1</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>Uh-huh 14:19 18:19 21:6,17 22:13 31:3 unclear 9:16 underage 7:2 understand 5:22 12:2 14:11 18:10 26:8 29:4 understandable 13:5,6 understanding 17:20 25:7 27:9 28:1 29:1 31:9 Understood 19:2 uniforms 7:6 unless 15:17 23:20 31:15 updates 7:16 upon 6:12,22 7:22 8:21 16:15 20:19 22:1,5 28:9,12 usually 15:3,14</p>	<hr/> <p style="text-align: center;">V</p> <hr/> <p>venue's 14:14 verbal 10:11 version 32:17 video 6:7,10,12 16:14,20,22 17:15 18:18 violation 1:9 5:2 29:6,22 violent 7:4,19 visible 7:7 voluntary 5:3 Volunteer 1:10 vote 32:10</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wait 23:22 28:14 30:1 waiting 22:10 walk 17:20 Walker 2:21 walks 23:17 warranted 8:18 Washington 1:15 we'd 29:11 week 13:18 14:1 22:9 weekend 13:14 15:3,6,10 33:7 we'll 4:3,6 12:18 14:22 17:9 32:11,22 we're 3:21 14:13 32:16 we've 5:4 12:16 13:22 21:2 26:6</p>	<p>whatever 21:20 whenever 18:5 WHEREUPON 33:16 whether 9:16,20 11:14 12:1,2 whole 15:22 whom 34:3 who's 2:15 work 3:16 5:14 8:21 33:11 worked 12:17 21:2,3 working 4:1 13:2 worth 14:20 writing 3:7 10:22 written 30:19 wrongful 21:15</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>Year's 5:3 Yep 27:12 you've 20:1 21:11</p> <hr/> <p style="text-align: center;">Z</p> <hr/> <p>zero 4:19 5:8</p>
---	---	---	---