DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD
MEETING

IN THE MATTER OF:
Target Corporation, :
t/a Target Store T-2259 :
3100 14th Street NW : Show Cause
Retailer B - ANC 1A : Hearing (Status)
License No. 78895 :
Case #19-CC-00022 :
(No ABC Manager on Duty):

Wednesday
September 25, 2019


PRESENT:

DONOVAN W. ANDERSON, Chairperson
RAFI ALIYA CROCKETT, Member
BOBBY CATO, JR., Member
JAMES SHORT, Member

ALSO PRESENT:

JESSICA KRUPKE, DC OAG
JERRY LAGUNA, APPLICANT
P-R-O-C-E-E-D-I-N-G-S

10:28 a.m.

CHAIRPERSON ANDERSON: All right, the
next case in our calendar is Case No.
19-CC-00022, Target Store T-2259, License No.
78895. Will the parties please approach and
identify themselves for the record, please?

MR. LAGUNA: Good morning. How are
you?

CHAIRPERSON ANDERSON: Good morning,
sir. Who are you?

MR. LAGUNA: My name is Jerry Laguna.
I'm the store director of the Target.

CHAIRPERSON ANDERSON: Is this Target
Target, or is it --

MR. LAGUNA: Target --

(Simultaneous speaking.)

CHAIRPERSON ANDERSON: The large
department store.

MR. LAGUNA: D.C. USA.

CHAIRPERSON ANDERSON: Do you have,
sir, a letter saying that you are authorized to
come and represent Target this morning, sir?

MR. LAGUNA: Yes. I just have an email.

CHAIRPERSON ANDERSON: Can you share the email with the agency, please, sir?

MR. LAGUNA: Do you want me to bring it up or just read it?

CHAIRPERSON ANDERSON: The reason why I ask is because it says Target Store T-2259. That means there's more than one store. I just want to make sure that -- there is -- I do have an email. What's your name, sir?

MR. LAGUNA: Jerry Laguna.

CHAIRPERSON ANDERSON: I do have an email from Ms. Aya Chung, who is the lead business partner for service and engagement technology store operations. It says Target authorizes Mr. Laguna to be here today, so I believe that this is sufficient. This email is sufficient that binds the Target Corporation to this agreement, if there's an agreement. Is there preliminary matters in this case, please?
MS. KRUPKE: Yes, the parties have reached an offer in compromise for the sole charge of no ABC manager on duty, a violation of D.C. Code 25-701. This is a secondary tier violation, and it's the establishment's first secondary tier violation within two years. The offer is for $500 paid within 30 days, or the license would be suspended indefinitely, until the fine is paid.

CHAIRPERSON ANDERSON: All right, Mr. Laguna, it's my understanding that there's an offer in compromise. The offer in compromise is that there is a fine of $500, payable in 30 days. If the fine is not payable in 30 days, the license will be suspended until the fine has been paid. Is this your understanding of the offer in compromise, sir?

MR. LAGUNA: I thought the initial offer was $250. Was it originally?

MS. KRUPKE: The staff settlement offer, it's my understanding, was $250.

CHAIRPERSON ANDERSON: I'm not in --
all I do -- there either is agreement or there is not. The government says it's $500. If you said it's not, then the only thing I can do is set the matter for a show cause hearing on October 9th, at 11:00 a.m.

MR. LAGUNA: No, we'll pay it. That's fine. I wasn't sure if it was --

(Simultaneous speaking.)

CHAIRPERSON ANDERSON: The email says $250. The government says $500. You tell me. You guys tell me. All I'm doing is memorializing what you tell me. I don't get involved in negotiations. The government says it's $500. You tell me do you agree that it's $500? If you don't agree it's $500, we'll move this on to a show cause hearing.

MR. LAGUNA: No, it's $500. That's fine.

CHAIRPERSON ANDERSON: Let me start over again. It's my understanding there's an offer in compromise. The offer in compromise is that there is a fine of $500, payable in 30 days.
If the fine is not payable in 30 days, the license will be suspended until the fine has been paid. Is this your understanding of the offer in compromise?

MR. LAGUNA: Yes.

CHAIRPERSON ANDERSON: Are you aware that by accepting the offer in compromise, you're giving up your right to a hearing?

MR. LAGUNA: Yes.

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

MR. LAGUNA: Correct, yes.

CHAIRPERSON ANDERSON: With this said, I make a motion that the offer in compromise of a fine of $500 be accepted. If the fine is not paid within 30 days, the license will be suspended until the fine has been paid. Is there a second?

MR. SHORT: Second.

CHAIRPERSON ANDERSON: Mr. Short has
seconded the motion. All those in favor say aye.

(Chorus of aye.)

CHAIRPERSON ANDERSON: Those opposed?

The matter passes 4-0-0. Thank you very much. I'll have you sign off this, sir. We'll make sure that you can provide this to the corporate office to say this is what the agreement was between the corporation and the government.

MR. LAGUNA: Thank you.

MS. KRUPKE: Thank you.

(Whereupon, the above-entitled matter went off the record at 10:33 a.m.)
CERTIFICATE

This is to certify that the foregoing transcript

In the matter of: Target Corp.

Before: DCABRA

Date: 09-25-19

Place: Washington, DC

was duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate record of the proceedings.

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Neal R. Gross
Court Reporter