

DISTRICT OF COLUMBIA
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ALCOHOLIC BEVERAGE CONTROL BOARD
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MEETING

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IN THE MATTER OF:
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:
Caf, Point Group, LLC, :
t/a Moi Moi Restaurant :
1627 K Street NW : Summary Action
License #120466 : Hearing
Retailer CT - ANC 2B :
Case #22-251-00018 :
:
(Chief of Police Closure, :
May 24, 2022) :
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Wednesday
June 29, 2022

The Alcoholic Beverage Control Board
met via WebEx videoconference, Chairperson
Donovan W. Anderson presiding.

PRESENT:
DONOVAN W. ANDERSON, Chairperson
BOBBY CATO, JR., Member
RAFI ALIYA CROCKETT, Member
EDWARD S. GRANDIS, Member
JENI HANSEN, Member
JAMES SHORT, JR., Member

ALSO PRESENT:
RICHARD BIANCO, Licensee's Counsel
HOWSOON CHAM, Licensee
SARAH FASHBAUGH, DC ABRA Staff
ANTOINE WILLIAMS, DC OAG

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

2 1:56 p.m.

3 CHAIRPERSON ANDERSON: Good afternoon
4 again, everyone. Good afternoon. Welcome to the
5 afternoon session of the ABC Board. My name is
6 Donovan Anderson. I'm Chairman of the Board.
7 Joining us this afternoon are five other Board
8 Members, and it's Mr. James Short, Mr. Bobby
9 Cato, Ms. Rafi Crockett, Ms. Jeni Hansen, Mr.
10 Edward Grandis. The Board has six members so the
11 participation -- the Board has six members
12 participating in this hearing today, and that
13 constitutes a quorum. For quorum purposes, Ms.
14 Hansen, she is here today but when we take our
15 vote, she will express her opinion in the chat.
16 So you can -- you can -- when we vote on matters,
17 you will see her. She will state her position in
18 the chat.

19 All right. So we have approximately
20 -- I think we have on our calendar this afternoon
21 -- so we have four cases on our calendar this
22 afternoon. Before we get underway with this
23 hearing's calendar, I need to make a few
24 instructions very clear so the conduct of this
25 hearing is understood by everyone. As said

1 before, we have four cases on our calendar. Once
2 your case is called, I will take a moment for IT
3 specialist to elevate the rights to each party to
4 enable their camera and microphone. Then and
5 only then will you have the ability to enable
6 your equipment. If your case is not being heard,
7 you'll remain mute and your camera will be
8 disabled.

9 At the conclusion of each case, the
10 parties will have the option to leave. If the
11 parties choose to stay, all cameras and
12 microphones to the conclusion of the case will be
13 disabled.

14 I know that there are probably folks
15 on line for the protest hearing, but prior to the
16 protest hearing, we're going to do the summary
17 suspension hearing, and then we will address the
18 protest issues so the parties -- so we probably -
19 - let's move on. It's now 1:59. I believe maybe
20 about 2:15, 2:30, we should be able to start the
21 protest hearing.

22 All right. So our first case this afternoon is
23 Case Number 22-251-00018, Moi Moi Restaurant,
24 License Number 120466. Ms. Fashbaugh, can you
25 please elevate the rights of the parties in this

1 case, please.

2 MS. FASHBAUGH: Please stand by.
3 Antoine Williams, your rights have been elevated.
4 And Richard Bianco, your rights have been
5 elevated. That is all, Mr. Chair.

6 CHAIRPERSON ANDERSON: Good afternoon.
7 Mr. Bianco, is your client joining you this
8 afternoon?

9 MR. BIANCO: Yes, he is. He is on.
10 His name is Howsoon Cham, C-H-A-M, and he has
11 texted me that he's on.

12 CHAIRPERSON ANDERSON: All right. I
13 saw -- okay, his name just appeared in front of
14 me. Does he have a camera?

15 MR. BIANCO: That I don't know.

16 CHAIRPERSON ANDERSON: All right. Ms.
17 Cham, are you there, sir?

18 MR. CHAM: (No audible response.)

19 CHAIRPERSON ANDERSON: Well, his
20 rights -- Ms. Fashbaugh, you have elevated his
21 rights, is that correct?

22 MS. FASHBAUGH: You're correct, Mr.
23 Chair.

24 CHAIRPERSON ANDERSON: All right. Mr.
25 Cham -- all right, fine. I can hear you. Do you

1 have a camera, sir?

2 MR. CHAM: Yes, sir. I mean it's not
3 showing. Can you hear me?

4 CHAIRPERSON ANDERSON: I can turn --
5 have you -- I can hear you, sir. Did you turn --

6 MR. CHAM: Okay.

7 CHAIRPERSON ANDERSON: -- have you
8 turned the camera on? If not, we'll move on.
9 I'm just trying -- if it all -- if it won't work,
10 I can hear you, so that's just -- that's fine.

11 MR. CHAM: Yes. It's not coming back.

12 CHAIRPERSON ANDERSON: All right.
13 That's fine. All right. Good afternoon,
14 everyone. This is a summary suspension hearing
15 for Moi Moi Restaurant. This was a closure, a
16 summary suspension. Essentially, the Board had
17 closed this establishment because the Board had
18 determined that the incident that occurred was of
19 imminent danger to the public and so, therefore,
20 to protect the public, we had to close the
21 establishment.

22 All right. So Mr. Williams, can you
23 state your name for the record, please?

24 MR. WILLIAMS: Yes. Afternoon
25 Chairperson Anderson. My name is Antoine

1 Williams on behalf of the District of Columbia
2 today.

3 CHAIRPERSON ANDERSON: Good afternoon,
4 sir. Mr. Bianco, can you state your name for the
5 record, please?

6 MR. BIANCO: Yes, Mr. Anderson. My
7 name is Richard Bianco and I'm here on behalf of
8 the respondent.

9 CHAIRPERSON ANDERSON: Mr. Cham, can
10 you please spell and state your name for the
11 record, please, and your relationship?

12 MR. CHAM: Yes. It's Howsoon Cham.
13 I'm the owner of Moi Moi, spelled H-O-W-S-O-O-N,
14 last name C-H-A-M as in Mary.

15 CHAIRPERSON ANDERSON: Good afternoon,
16 sir. Good afternoon, everyone. All right. This
17 matter is scheduled for a summary suspension
18 hearing. Are there any preliminary matters in
19 this case?

20 MR. WILLIAMS: Yes, Chairperson
21 Anderson. We've reached an offer in compromise.
22 Like to read that into the record.

23 CHAIRPERSON ANDERSON: Go ahead, sir.
24 What's the offer in compromise?

25 MR. WILLIAMS: Okay. Thank you.

1 First of all, this event happened at a restaurant
2 as opposed to a night club, and they have special
3 events, private events. So the security plan
4 will be revolving around their private events.
5 Before the Board lifts the suspension, the
6 respondent shall submit a security plan to ABRA
7 regarding the security for any applicable events.
8 Those events are described as private events
9 scheduled on the premises where alcoholic will be
10 sold. The respondent has also identified these
11 events as engaged by an outside promoter or there
12 was selling tickets for the event, also providing
13 a cover-charge, or the respondent is offering
14 live entertainment with a dance floor.

15 The security plan must be reviewed and
16 accepted by the Board before lifting the
17 suspension of the establishment's alcoholic
18 beverage license. The security plan shall comply
19 with the applicable laws, regulations, including
20 but not limited to Title 25 of the DC Code and
21 specifically DC Codes 25-133, 402, and 403.

22 In addition to the security plan, the
23 establishment will have security personnel on the
24 nights of the private events. They will also do
25 weapons abatement screen during those events.

1 Any confiscated weapons will be recorded. As far
2 as any recording of the incidents, the primary
3 things here, they shall log the incidents, when
4 possible, with the names and contact information
5 of victims, witnesses, and assailants involved in
6 the issues. They shall maintain a log on a
7 standard form including names of staff and signed
8 by the establishment's supervising authority.

9 Any incidents shall be recorded, when possible,
10 within 24 hours. The incident log shall not be
11 discarded for at least five years from the date
12 of the occurrence, and it shall be made available
13 to MPD or ABRA investigators upon request.

14 Immediately after any violent incident
15 occurs, the respondent shall report the incident
16 to MPD and preserve the crime scene or the scene
17 of the violent incident. All respondent's staff
18 will be responsible for cooperating with MPD and
19 ABRA. Members of the contracted security team
20 will be instructed to remain after the crime or
21 violent incident until after interviewed by ABRA
22 or MPD investigators.

23 Security cameras must be in operation
24 before scheduling the first applicable event.
25 ABRA will be notified in order to conduct an

1 inspection of the camera system to ensure all
2 cameras are working and the system is capable of
3 showing footage immediately upon request by MPD.

4 Lastly, the security plan training.
5 All security personnel shall be trained on the
6 security plan with the requirements including
7 weapons abatement, screening of patrons, and
8 wandung as necessary. Those are the terms of the
9 OIC, Mr. Chairperson.

10 CHAIRPERSON ANDERSON: Mr. Williams,
11 I just want to back up. Can you just tell us how
12 did we get to where we are today, please?

13 MR. WILLIAMS: Yes.

14 CHAIRPERSON ANDERSON: For the record,
15 how did we get here, please?

16 MR. WILLIAMS: Sure. The incident
17 occurred -- there was a private event at Moi Moi
18 Restaurant. During that event, there was an
19 altercation and a gun was pulled out and fired
20 inside the establishment. At that point, all
21 personnel vacated the establishment and closed it
22 up for the evening. An MPD officer was
23 patrolling in the area. He was stopped by a
24 patron on the street, and was told there was
25 gunfire. The responding officer responded to the

1 area where the gunfire was at.

2 At that point, DC Secret Service was
3 actually already on the scene. They were
4 basically going around the area looking to see if
5 they could either find the gunfire or some sort
6 of evidence, and they ran across a blood trail.
7 The blood trail proceeded to lead directly into
8 Moi Moi Restaurant and at that point, ABRA was
9 called because the restaurant was closed at that
10 juncture.

11 The ABRA investigator arrived on the
12 scene and opened -- and the owner came and then
13 opened the restaurant. A gun was recovered
14 outside a trash can right around proximity of the
15 restaurant. And then upon entering the
16 restaurant, there was disarray, some overturned
17 chairs, some broken glass as well as another
18 blood trail inside the establishment.

19 CHAIRPERSON ANDERSON: Are you done,
20 sir, or you have more?

21 MR. WILLIAMS: Yes -- no. That's --
22 that concludes it. Upon questioning the owner,
23 the owner described that there was a private
24 event that evening that had been rented out, and
25 -- and then that's when the accident -- when the

1 violent incident occurred.

2 CHAIRPERSON ANDERSON: Any questions
3 by any Board Members towards this -- to the
4 Government regarding this offer in compromise?

5 MEMBER CROCKETT: Mr. Williams --

6 CHAIRPERSON ANDERSON: Any questions
7 by any Board Members regarding this offer in
8 compromise?

9 MEMBER CROCKETT: Yes. This is --

10 CHAIRPERSON ANDERSON: Go ahead, Ms.
11 Crockett.

12 MEMBER CROCKETT: Mr. Williams, do you
13 believe that this OIC sufficiently addresses the
14 concerns that you just expressed. The incident
15 that you just described to us sounds pretty
16 egregious. And do you think that the items
17 you've placed in this OIC will sufficiently
18 prevent this from occurring again and help the
19 safety of the citizens of Washington, D.C.?

20 MR. WILLIAMS: Yes, I do, Ms.
21 Crockett. And the reason is because this
22 establishment is actually a restaurant. They
23 expanded their -- to do private events because of
24 COVID to earn extra money. They do not have a
25 history of interactions with ABRA from any sort

1 of violent nature let along nay sort of
2 violations prior to this event. We believe this
3 is an isolated one-time event where the
4 management did not respond appropriately. This
5 security plan will basically direct them to, if
6 an incident of this nature ever occurs again,
7 they should follow the guidelines in the security
8 plan anytime they have any sort of private event.

9 MEMBER CROCKETT: So in number 7 of
10 this OIC that specifically addresses the security
11 plan that you're addressing, it states that all
12 security personnel shall be trained on the
13 security plan requirements. Do you think that
14 perhaps the staff of the establishment also need
15 to understand the security plan so that they know
16 how to respond in the event if a situation like
17 this occurs in the future?

18 MR. WILLIAMS: That could be something
19 that we could amend to. As the owner is the
20 person that is responsible for, you know,
21 understanding the security plan and teaching the
22 personnel, we have, in my conversations with
23 opposing counsel, opposing counsel has already
24 stated that he will probably most likely go out
25 and do actual security plan training for the

1 personnel of the establishment.

2 MR. BIANCO: And -- sorry. Richard
3 Bianco for the respondent. We have no problem
4 agreeing to training the staff and as Mr.
5 Williams indicated, generally, I do that myself.
6 I'll come out with the plan, walk through it with
7 the staff, make sure any questions they have can
8 be answered on the spot. So I think that's a
9 valid point and certainly something we're willing
10 to do.

11 MEMBER CROCKETT: Thank you both, Mr.
12 Williams and Mr. Bianco. I have nothing further.

13 CHAIRPERSON ANDERSON: Absolutely
14 other questions by any other Board Members?

15 (No questions posed.)

16 CHAIRPERSON ANDERSON: Mr. Williams,
17 normally when I see offer in compromise, I see
18 that there is a provision that this matter might
19 be -- would be sent to the Office of Attorney
20 General for a possible show cause. I don't see
21 that term in this offer in compromise. Is there
22 any reason why this case ends after -- by -- I
23 mean based on the incident, is there any reason
24 why this matter will end with this offer in
25 compromise and there's no further action outside

1 of the facts set, the security plan be submitted
2 to the Board for the Board's review and approval
3 before they can reopen?

4 MR. WILLIAMS: Yes, Mr. Chairperson.
5 With this particular incident, as I said, this is
6 a one-time incident that the -- now obviously,
7 it's a significant incident but it has been a
8 one-time incident with this particular
9 restaurant. The restaurant opened -- operates
10 strictly as a restaurant. These special events
11 where they use promoters or perhaps sell tickets
12 are separate issue so, therefore, in this
13 particular instance, we decided that if they
14 follow the security plan, submit the security
15 plan and follow this course, there should be --
16 not a necessary need for a show cause filing in
17 this one.

18 MR. BIANCO: Mr. Anderson, if I might
19 on that point? I think it's also important to
20 note that the establishment has now served a
21 suspension of, I think, weeks. So there's been
22 fairly substantial penalty by them not being able
23 to operate and earn income during that period of
24 time.

25 CHAIRPERSON ANDERSON: Thank you, Mr.

1 Bianco. Any other questions by any Board
2 Members?

3 (No questions posed.)

4 CHAIRPERSON ANDERSON: Would someone
5 make a motion whether or not we should accept
6 this offer in compromise.

7 MEMBER CROCKETT: Ms. Crockett makes
8 a motion that we reject this OIC. Is there a
9 second?

10 MEMBER SHORT: I'll second the motion.

11 MEMBER CATO: Bobby Cato seconds.

12 MEMBER SHORT: Mr. Short seconds.

13 CHAIRPERSON ANDERSON: Mr. Cato and
14 Short have second the motion. So I'll now have a
15 roll call vote. Mr. Short.

16 MEMBER SHORT: I vote to reject.

17 CHAIRPERSON ANDERSON: Mr. Cato.

18 MEMBER CATO: I vote to reject.

19 CHAIRPERSON ANDERSON: Ms. Crockett.

20 MEMBER CROCKETT: Ms. Crockett. I
21 agree.

22 CHAIRPERSON ANDERSON: When you say
23 agree, you mean the motion so yes? Ms. Hansen,
24 what's your vote?

25 MEMBER HANSEN: (Voting via chat.)

1 CHAIRPERSON ANDERSON: As I stated for
2 Ms. -- Ms. Hansen has voted on -- in the chat
3 now. Mr. Grandis.

4 MEMBER GRANDIS: I vote to agree to
5 the motion.

6 CHAIRPERSON ANDERSON: And I also
7 agree. So the Board has voted 6 to nothing to
8 reject the offer in compromise. I think the next
9 state is that I believe that counsel has rejected
10 -- counsel had requested, I believe, a hearing,
11 and so the Board will move towards scheduling the
12 hearing. If counsel requires the expedited
13 hearing, as a -- as the law requires, the Board
14 will make itself available to have the expedited
15 hearing, if counsel so desires, probably on
16 Friday. If counsel is reject -- if counsel
17 requires an expedited hearing, if counsel is
18 available on Friday, the Board will make itself
19 available on Friday for us to have this hearing.

20 MR. BIANCO: For the respondent, yes,
21 I am available on Friday beginning at 11:00 a.m.,
22 so anytime after 11:00 I'm open.

23 CHAIRPERSON ANDERSON: The parties can
24 negotiate on the term -- I'm sorry -- whether --
25 what their availability for a hearing. I -- yes,

1 I don't have the chance to say it, Mr. Bianco and
2 Mr. Williams. I -- it's -- yes. I have nothing
3 else to say. Go ahead, Mr. Bianco, you just --
4 you want to be --

5 MR. BIANCO: Yes. Mr. Anderson, I
6 understand the Board has voted unanimously to
7 reject our OIC. Obviously, the parties are
8 amenable to resolving this. Might I inquire of
9 you, Mr. Chair, or of other Board Members what
10 provisions are problematic here so that we can
11 present something if we're able to reach
12 resolution to the Board that you would find more
13 palatable?

14 MEMBER CROCKETT: Well, Mr. Bianco,
15 since I put forth the motion, I'm more than happy
16 to share that with you. First, as we already
17 discussed and you agreed, that you would include
18 all personnel in your security plan training. I
19 would also like for the number 6 provision that,
20 which is kind of standard, that ABRA
21 investigators will go out and inspect the cameras
22 prior to the suspension being lifted, not prior
23 to the first applicable event. So with that
24 security plan training, I would like a deadline
25 to it. There is no deadline so, you know, I

1 would like that to occur within, you know, the
2 next 15 to some dates if possible. So those are
3 -- for me, those are two things that are most
4 important to me.

5 MEMBER SHORT: I'd like to add
6 something, Mr. Chair, if I could?

7 CHAIRPERSON ANDERSON: Yes, Mr. Short.

8 MEMBER SHORT: Yes. I'd like to just
9 give this to Mr. Bianco, and I know you would
10 know this would be reasonable. Normally, when
11 something egregious like this occurs, one of our
12 investigators will come in and observe the
13 training and make sure that that -- not saying
14 Mr. Bianco, can't do it but from the perspective
15 of this Board, my perspective, it would be that
16 it would be more advantageous if we would have
17 one of our ABRA investigators make sure that the
18 training takes place and all personnel is trained
19 appropriately. Is that a problem for anyone?

20 MR. BIANCO: I would say that if those
21 are the only three comments, we are glad to amend
22 this if that makes it acceptable to the Board. I
23 don't see anything wrong with those three things.

24 MEMBER GRANDIS: Mr. Chairman?

25 CHAIRPERSON ANDERSON: Yes, Mr.

1 Grandis.

2 MEMBER GRANDIS: Thank you. At this
3 someday suspension hearing, do the investigators
4 participate?

5 CHAIRPERSON ANDERSON: The
6 investigator will present his report.

7 MEMBER GRANDIS: Right. So my view is
8 that I do not want to box myself in until I hear
9 from the investigator as they do their report.
10 Thank you.

11 MR. WILLIAMS: Mr. Chairman?

12 CHAIRPERSON ANDERSON: Hold on, Mr.
13 Williams.

14 MR. WILLIAMS: Okay.

15 CHAIRPERSON ANDERSON: The Board is
16 privy to the investigative report, and we're not
17 trying to negotiate with the parties, but I don't
18 think that it is unreasonable for Board Members
19 to express to the parties their disagreement with
20 the OIC. I don't think it's unreasonable. I
21 mean that's one of the reasons why I ask
22 questions. I mean we're not trying to box the
23 parties in. The Government and the licensee
24 negotiated in good faith and, of course, they can
25 negotiate and, of course, the Board has the final

1 say in agreeing or disagreeing. I don't think
2 it's unreasonable for the -- if the licensee says
3 I understand but I just want to get some more
4 concern -- I just want to get some more
5 information regarding where the Board stands on
6 this issue so, therefore, if I'm going to
7 negotiate with the Government, then I will have
8 an idea what are some of the rational and
9 reasoning, what is it that the Board believes
10 could occur to allow this establishment to be
11 open, since it has been closed for a period of
12 time. And so I don't think it's unreasonable to
13 provide that information to the licensee.

14 My concern -- and it doesn't have to
15 be a part of it -- I said -- other OIC's that I
16 have seen, if this matter is being referred back
17 over to the Office of the Attorney General for
18 further development. That's not a -- that -- I -
19 - that was a concern I had, but I'm not saying
20 that this is what I want in an OIC. It's just
21 something that I'd ask. And if the -- I believe
22 that Mr. Williams provided, at least to me, a
23 reasonable basis why that was not included.

24 MEMBER GRANDIS: Mr. Chairman, I think

25 --

1 CHAIRPERSON ANDERSON: Like also --
2 yes, Mr. Grandis.

3 MEMBER GRANDIS: No. Sorry. I
4 thought you had -- I --

5 CHAIRPERSON ANDERSON: No. You can
6 go. Go ahead, Mr. Grandis.

7 MEMBER GRANDIS: I thought we, the
8 Board, are not in the position to negotiate.

9 CHAIRPERSON ANDERSON: We're not
10 negotiating. What I stated to the Board, an
11 offer in compromise -- what the Board has voted -
12 - the Board has voted to reject the offer in
13 compromise. The Board cannot negotiate an active
14 offer in compromise. The Board has now rejected
15 the offer in compromise, so the Board can say to
16 the parties, these are things that are important
17 to me. So we did not have this conversation
18 before we took a vote. The vote -- we have had a
19 vote, and so the Board is just saying generally
20 to the licensee, we have some concerns that they
21 have, which the Board can do so.

22 As I stated before, it is the Board --
23 if the Board -- if the Government is going to
24 negotiate or even if the Government is going to
25 have a hearing with the licensee, at least the

1 Government will know -- the Government -- he's
2 not out -- the Government doesn't represent the
3 Board. The Government represents the agency, and
4 the agency reports to the Board. And so whatever
5 negotiation that's made with the agency and the
6 Government, the Board has to sign off on. So all
7 that -- all the -- during the conversation that's
8 occurring now is that the Board is saying to the
9 licensee, we believe that this matter was
10 egregious and these are some of the concerns that
11 we have, and if -- whether or not we go to a
12 hearing or if there's going to be a settlement,
13 another OIC, these are some of the concerns that
14 the Board generally has, so it will say to them -
15 - give them some basis how to negotiate if they -
16 - you want to negotiate. That's all this is
17 about, Mr. Grandis.

18 MEMBER SHORT: Mr. Chairman?

19 CHAIRPERSON ANDERSON: Yes, Mr. Short.

20 MEMBER SHORT: Yes. I would like to
21 think that at the hearing, when we hear from the
22 investigator about the blood trail, about the
23 rental and who rented it, and we'd like to know -
24 - at least I would like to know that they're not
25 going to use this same person again who has

1 people bleeding up and down the streets leading
2 out of this establishment. And I don't think
3 anything I've heard today has assured me that
4 this is not going to happen again, because this
5 establishment can hire the same DJ to come in for
6 another event. And the next time, we might not
7 be so lucky, somebody may be killed. This is
8 life and death, and I'd like for the investigator
9 to speak to myself and the Board at a hearing as
10 to how appropriate would -- what kind of
11 cooperation did this establishment provide to the
12 investigators. This is a restaurant. I don't
13 know of any other restaurant I can remember in my
14 memory where we had blood trails leading out of a
15 restaurant, a blood trail. And then the doors
16 get locked and we got to wait for the owner to
17 come back. I would just like to get some more
18 details if that's okay with you, Mr. Chair, and
19 with the Government. I would like to get some
20 more details. I'd like for the investigator to
21 fill us in on some of the details we have not
22 heard or seen in this OIC today. Thank you.

23 CHAIRPERSON ANDERSON: As I stated
24 before, all Board Members had access to the case
25 report, but that's neither here -- Mr. Williams,

1 I think you had a question that you wanted to ask
2 --

3 MR. WILLIAMS: Yes.

4 CHAIRPERSON ANDERSON: -- or had --
5 yes, go ahead, Mr. Williams.

6 MR. WILLIAMS: It's not a question.
7 It's a statement of fact in our situation here.
8 The ABRA investigator is currently out of town on
9 leave until July 5th, so Friday, the ABRA
10 investigator will not be available to testify at
11 a summary suspension hearing.

12 CHAIRPERSON ANDERSON: By law, if
13 counsel requests a hearing, counsel has to get a
14 hearing, and we will deal with that issue after
15 that. So I'm hoping that negotiation between the
16 Government and the applicant and the client,
17 which is the agency director, that some of these
18 issues can be and will be addressed. I think you
19 know where I stand, but thank you for that
20 presentation, Mr. Williams. But the -- you have
21 stated factually and if counsel requests a
22 hearing, we have to have a hearing unless and
23 until there is some -- there can be some
24 agreement with the licensee and the Government
25 about the availability of witnesses. We have to

1 comply with the law so.

2 All right. So the Board will -- we
3 have a protest hearing today, so we might be here
4 for a minute. And so maybe if the parties can
5 talk and talk to the director, maybe the Board
6 can address this issue later on today or tonight.
7 I'm not sure how long this -- the protest hearing
8 will last, but I am open if the parties are able
9 to talk and see what can be done today. Okay.

10 MR. WILLIAMS: Thank you, Mr.
11 Chairperson.

12 CHAIRPERSON ANDERSON: Thank you very
13 much. Have a great day.

14 MR. BIANCO: Thank you, Mr. Chair.

15 CHAIRPERSON ANDERSON: Thank you.

16 (Whereupon, the above-entitled matter
17 went off the record at 2:25 p.m. and resumed at
18 6:14 p.m.)

19 CHAIRPERSON ANDERSON: All right. I
20 would like to recall Case Number -- let me --
21 let's go into Executive Session. Let's get off -
22 - let's go off the record for about -- for a
23 couple of minutes, and I'll ask all -- I'll ask
24 the Board Members to return to Executive Session.
25 So we're off the record.

1 (Whereupon, the above-entitled matter
2 went off the record at 6:14 p.m. and resumed at
3 6:13 p.m.)

4 CHAIRPERSON ANDERSON: We're back on
5 the record. I would like to recall Case Number
6 22-251-00018, Moi Moi Restaurant, License Number
7 120466. Ms. Fashbaugh, can you please elevate
8 the rights of the parties in this case, please?

9 MS. FASHBAUGH: Please stand by.
10 Antoine Williams, your rights have been elevated.
11 Richard Bianco, your rights have been elevated.
12 That is all, Mr. Chair.

13 CHAIRPERSON ANDERSON: Thank you.
14 Good afternoon, everyone. We had -- previously,
15 we had a hearing. The parties had presented an
16 offer in compromise earlier this afternoon in
17 this case, and the Board voted 6 to nothing to
18 reject the offer in compromise. The -- it
19 appears that the parties have renegotiated and
20 they have another offer in compromise that they
21 want provide to the Board for the Board's
22 consideration; is that correct, Mr. Williams?

23 MR. WILLIAMS: That's correct, Mr.
24 Chairperson.

25 CHAIRPERSON ANDERSON: Can you clarify

1 for the record what the offer in compromise is,
2 please?

3 MR. WILLIAMS: Sure. The offer in
4 compromise is the same as previously discussed
5 earlier this afternoon as far as the first five
6 bullets, so security plan remains the same.

7 CHAIRPERSON ANDERSON: Mr. Williams,
8 in order to -- someone has to read the offer in
9 compromise in the record and --

10 MR. WILLIAMS: Okay.

11 CHAIRPERSON ANDERSON: -- so if you
12 don't do it, then I have to do it, so I need you
13 then to, for the transcript, to read what the
14 offer in compromise is, sir.

15 MR. WILLIAMS: All right. Try to cut
16 down some time here the fine evening, but I'll
17 read the offer in compromise in its entirety,
18 bullets 1 through 10. All right. So first is
19 the security plan. Before the Board lifts the
20 suspension, the respondent shall submit a
21 security plan to ABRA regarding the security for
22 any applicable event. For purpose of this OIC
23 and the security, plan, an applicable event shall
24 be a private event scheduled on the premises
25 where alcoholic beverages will be available for

1 sale, the respondent has engaged an outside
2 promoter. B, the respondent is selling tickets
3 to an event or charging a cover-charge and/or C,
4 respondent is offering live entertainment with a
5 dance floor.

6 The security plan must be reviewed and
7 accepted by the Board before lifting the
8 suspension of the establishment's alcoholic
9 beverage license. The security plan shall comply
10 with the applicable laws and regulations,
11 including but not limited to Title 25 of the DC
12 Code and specifically DC Code 25-131, 113, 402,
13 403, and shall be incorporated into the matters
14 below.

15 Regarding security personnel, bullet
16 number 2, on any night that the establishment has
17 scheduled an applicable event, respondents shall
18 maintain, at a minimum, one private security
19 person from the time the event begins until
20 closing. The security plan shall be detailed
21 with a minimum number of security personnel on
22 duty at each event and shall -- as well as their
23 specific duties. The security plan shall also
24 detail personnel placement in the establishment
25 and explain the rational for said placement.

1 Number 3, weapons abatement
2 screenings. Respondents shall not allow patrons
3 or employees or anyone else to bring weapons into
4 the establishment. Security personnel for an
5 applicable event will screen patrons with
6 physical searches, also known as pat downs with
7 subsequent magnetometer wand or other similar
8 wanding device designed to detect weapons being
9 supplemental as necessary. All security
10 personnel must be trained and able to perform the
11 weapons abatement screenings. Respondent must
12 have security personnel onsite in accordance with
13 paragraph 2. The security personnel must check
14 all patrons who enter the establishment
15 regardless if it is the patron's initial entry or
16 upon re-entry.

17 Number 4, confiscation of weapons.
18 Respondent shall document in an incident log the
19 type and number of weapons and the date when any
20 weapons are recovered. Respondents shall
21 surrender confiscated weapons to the Metropolitan
22 Police Department, and respondents shall document
23 the date and time of the consultation with MPD
24 and include the MPD officer's name and badge
25 number.

1 Number 5, recording incidents.

2 Respondents shall maintain a log to record
3 incidents of violence or injury at the
4 establishment during an applicable event. The
5 log shall include, when possible, the names and
6 contact information of victims, witnesses, and
7 assailants involved. Respondents shall maintain
8 the incident log on a standard form including
9 names of staff involved and signed by the
10 establishment's supervising authority. Incidents
11 shall be recorded, when possible, within 24
12 hours. The incident log shall not be discarded
13 for at least five years from the date of the
14 occurrence, and it shall be made available to MPD
15 or ABRA investigators upon request.

16 Immediately after a violent incident
17 occurs, the respondent shall report the incident
18 to MPD and preserve the crime scene or the scene
19 of violent incident. All respondent's staff will
20 be cooperate with MPD and ABRA. Members of the
21 contracted security team will be instructed to
22 remain after the crime or violent incident until
23 they have been interviewed by MPD or ABRA.

24 Number 6, security cameras.

25 Respondent shall maintain in good working order

1 at all times security cameras that entirely cover
2 all areas inside the premises to include the
3 front of the property and the rear of the
4 property. No camera will be blocked by a
5 curtain, door, pillar, or other barrier. Cameras
6 will have a 45-day backup to recover video.
7 Video will be available within 48 hours upon
8 request from ABRA or MPD. The security camera
9 system will be operational at all times. If at
10 any time a camera or other part of the system is
11 inoperable or is taken offline for purposes of
12 upgrading, the respondent will notify the Board
13 in writing within 10 calendar days of learning
14 that one or more of the security cameras is not
15 operational.

16 Bullet point number 7, assessment of
17 security cameras. Prior to the lifting of the
18 suspension of establishment's alcoholic beverage
19 liquor license, an ABRA investigator shall
20 conduct a walkthrough of the licensed premises
21 with the respondent to evaluate the location and
22 number of security cameras. The assessment shall
23 also include the identification of any blind
24 spots to assure that they are adequately covered
25 by the camera system.

1 Number 8, security plan training.
2 Prior to lifting the suspension of
3 establishment's liquor license, all security
4 personnel and all staff shall be trained on the
5 security plan requirements including weapons
6 abatement, screening of patrons, wandng patrons,
7 and preserving a crime scene. Respondents shall
8 schedule the training at a time that a
9 representative from ABRA can be present.

10 Number 9, preserving a crime scene.
11 In the event that a crime takes place within the
12 establishment, personnel shall make best efforts
13 to keep the crime scene clear of patrons and/or
14 pedestrians until MPD arrives to cordon off the
15 area.

16 Lastly, number 10, show case. This
17 matter will be referred to the Office of the
18 Attorney General for a show cause review. Those
19 are the terms of the OIC, Mr. Chairperson.

20 CHAIRPERSON ANDERSON: Thank you, Mr.
21 Williams. Any questions by any Board Members of
22 the offer in compromise?

23 MEMBER SHORT: Mr. Chair, I just had
24 one --

25 CHAIRPERSON ANDERSON: Yes, Mr. Short.

1 MEMBER SHORT: -- I'd like for Mr.
2 Williams to know just one thing that I have on my
3 mind.

4 CHAIRPERSON ANDERSON: Yes. I'm
5 looking at you, Mr. Short. Go ahead, yes.

6 MEMBER SHORT: Thank you. When you're
7 finished, can I start now?

8 CHAIRPERSON ANDERSON: No. But I'm --
9 so you can speak --

10 MEMBER SHORT: Mr. Williams, when I
11 was -- what I have -- been brought to my
12 attention on my third term here as a Board
13 Member, it's just some of these places that use
14 promoters, the same promoters are always on
15 location where the guns and the shootings take
16 place. Is there any way possible for the record
17 we can find out who the promoter was that night
18 and if that promoter played any role in the
19 shootings, and has that promoter been involved in
20 any other shootings at nightclubs or restaurants
21 or bars or taverns in the city?

22 MR. WILLIAMS: Mr. Short, I think
23 Attorney Bianco would be better in a place to do
24 that. The actual name of the promoter was not in
25 the investigative report submitted by ABRA, so

1 perhaps Mr. Bianco, can illuminate that.

2 MR. BIANCO: Yes.

3 MEMBER SHORT: I sure wish he would.
4 You can make that request for me, I'd appreciate
5 it.

6 MR. BIANCO: Sure. Thank you for your
7 question, Mr. Short. I appreciate it. On the
8 night of this occurrence, there was no promoter.
9 The language in the settlement agreement that
10 speaks about promoters is to address frequent
11 concerns that the Board raises about promoted
12 events, so we wanted to make -- anticipate what
13 concerns might come up and address those before
14 they came up. So this was not a promoted event
15 that occurred.

16 MEMBER SHORT: Thank you. I just
17 wanted that information. I wanted that on the
18 record. Thank you.

19 CHAIRPERSON ANDERSON: Any other
20 questions by any other Board Members?

21 MEMBER GRANDIS: Mr. Chairman, may I
22 make a --

23 CHAIRPERSON ANDERSON: Yes, Mr.
24 Grandis.

25 MEMBER GRANDIS: Thank you. I want to

1 thank the parties for working together to bring
2 this back to us. I would hope both parties
3 understand that one of my biggest is that all
4 cameras be working. I truly believe that often
5 cameras can actually protect a licensee, because
6 I believe it shows what actually happens at an
7 event. Without the camera working, it's who
8 said, what said. So I just want to encourage
9 that when we look at this security agreement that
10 they provide us, that they try to make sure the
11 language is going to make sure all the cameras
12 are working every night. Thank you.

13 CHAIRPERSON ANDERSON: Can I just ask
14 everyone once if you're not speaking, please put
15 your phone on -- I'm sorry -- your line on mute,
16 please, because we're having feedback. Did you
17 want to say something, Mr. Bianco? I don't know
18 if you were trying to say something.

19 MR. BIANCO: Yes. I was just going to
20 respond to Mr. Grandis's comments. Again, thank
21 you. I appreciate that. My client, I think,
22 sees the wisdom in that and has actually, during
23 the suspension, installed a brand new camera
24 system to make sure that everything is
25 operational at all times. I agree with you that

1 more often than not, the evidences helps the
2 licensee as opposed to the other way around. So
3 yes, definitely and we're glad to have done that.

4 CHAIRPERSON ANDERSON: Thank you. Any
5 other questions by any other Board Members?

6 (No questions posed.)

7 CHAIRPERSON ANDERSON: All right. Mr.
8 Bianco, you've heard the recitation of the offer
9 in compromise that was provided by Mr. Williams.
10 Are you -- is this the offer in compromise that
11 you have discussed with your client?

12 MR. BIANCO: Yes, it is. And I am
13 fully authorized to consent to it, and I have
14 signed off accordingly.

15 CHAIRPERSON ANDERSON: And is your
16 client aware that by accepting an offer in
17 compromise, that they give up their right to a
18 hearing?

19 MR. BIANCO: Yes. He has been so
20 advised and he understands.

21 CHAIRPERSON ANDERSON: And is your
22 client aware that by accepting an offer in
23 compromise, that they give up their right to
24 appeal this --

25 MR. BIANCO: Yes.

1 CHAIRPERSON ANDERSON: -- appeal this
2 matter? All right. Thank you. With that said,
3 I make a motion that the offer in compromise that
4 was just read by the -- the offer in compromise
5 that has 10 paragraphs that was read in the
6 record earlier by Mr. Williams be accepted. Is
7 there a second?

8 MEMBER CROCKETT: Ms. Crockett
9 seconds.

10 CHAIRPERSON ANDERSON: Ms. Crockett
11 has second the motion. I will now have a roll
12 call vote. Mr. Short.

13 MEMBER SHORT: (No audible response.)

14 CHAIRPERSON ANDERSON: Mr. Short.

15 MEMBER SHORT: Mr. Short.

16 Reluctantly, I do not agree.

17 CHAIRPERSON ANDERSON: Mr. Cato.

18 MEMBER CATO: Bobby Cato. I agree.

19 CHAIRPERSON ANDERSON: Ms. Crockett.

20 MEMBER CROCKETT: Rafi Crockett. I
21 agree.

22 CHAIRPERSON ANDERSON: Ms. Hansen.

23 MEMBER HANSEN: (Voting via chat.)

24 CHAIRPERSON ANDERSON: Ms. Hansen
25 votes "no." Mr. Grandis.

1 MEMBER GRANDIS: Edward Grandis. I
2 agree.

3 CHAIRPERSON ANDERSON: And Mr.
4 Anderson. I vote "yes." So the offer in
5 compromise is accepted 4-2 with Mr. Short and Ms.
6 Hansen voting against it. Again, I want to thank
7 the parties for working this matter out. The
8 Board takes this matter seriously, and I want to
9 make sure that the licensee takes this matter
10 seriously. And we do not want to see incidents
11 like these occur within the city. And so I want
12 to thank the parties for working this matter out,
13 and have a great day. Thank you very much. All
14 right then, Mr. Williams?

15 MR. WILLIAMS: Thank you, Mr.
16 Chairperson.

17 CHAIRPERSON ANDERSON: All right.
18 Thank you. All right. We're then at the end of
19 our calendar and we're also at the end of our --
20 all our agenda items for today, so I will adjourn
21 this meeting -- so we'll adjourn for the day.

22 As Chairperson of the Alcoholic
23 Beverage Control Board for the District of
24 Columbia, and in accordance with DC Official Code
25 Section 2575(b) and Section 2575(b)(14) of the

1 Open Meetings Act, I move that the ABC Board hold
2 a closed meeting on July 12, 2022 for the purpose
3 of discussion and hearing reports and concerns
4 ongoing or planned investigations of alleged
5 criminal or civil misconduct or violations of law
6 or regulations and seeking legal advice from our
7 legal counsel on the matters identified in the
8 Board's legal license and investigative agenda
9 for July 12, 2022, as published in the DC
10 Register on July 8, 2022. Is there a second?

11 MEMBER SHORT: Mr. Short. I second.

12 CHAIRPERSON ANDERSON: Mr. Short has
13 second the motion. I will take a roll call vote
14 on the motion, of course, now that it's been
15 second. Mr. Short.

16 MEMBER SHORT: Mr. Short. I agree.

17 CHAIRPERSON ANDERSON: Mr. Cato.

18 MEMBER CATO: Bobby Cato. I agree.

19 CHAIRPERSON ANDERSON: Ms. Crockett.

20 MEMBER CROCKETT: Rafi Crockett. I
21 agree.

22 CHAIRPERSON ANDERSON: Ms. Hansen.

23 MEMBER HANSEN: (Voting via chat.)

24 CHAIRPERSON ANDERSON: Mr. Grandis.

25 MEMBER GRANDIS: Edward Grandis. I

1 agree.

2 CHAIRPERSON ANDERSON: And Mr.
3 Anderson. I agree. The matter passed 6-0-0. As
4 it appears that the motion has passed, I hereby
5 give notice that the ABC Board will hold this
6 closed meeting pursuant to the Open Meetings Act.
7 Notice will also be posted on the ABC Board
8 Hearing Room bulletin board, placed on electronic
9 calendar at ABRA's website, and published in DC
10 Register in as timely a manner as practical.

11 We are adjourned for the day. We'd
12 like to thank everyone for participating in this
13 hearing today. Have a wonderful evening and
14 holiday weekend. So we're now adjourned for the
15 day, and I direct all Board Members to adjourn to
16 Executive Session for further developments.
17 Thank you very much. Have a great day.

18 (Whereupon, at 6:46 p.m., the above-
19 entitled matter was adjourned.)
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C E R T I F I C A T E

This is to certify that the foregoing transcript

In the matter of: Moi Moi Restaurant

Before: DC ABRA

Date: 06-29-22

Place: teleconference

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