

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

In the Matter of:)	
Betty's Gojo Restaurant and Lounge.)	Case No.: 19-251-00077
t/a Betty Gojo)	License No: ABRA-102500
Holder of a)	Order No: 2019-447
Retailer's Class CR License)	
at premises)	
7616 Georgia Avenue, N.W.)	
Washington, D.C. 20011)	
)	

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ALSO PRESENT: Betty's Gojo Restaurant and Lounge, t/a Betty Gojo, Respondent

Louise Phillips, Assistant Attorney General
Office of the Attorney General for the District of Columbia

Martha Jenkins, General Counsel
Alcoholic Beverage Regulation Administration

ORDER APPROVING OIC

The above mentioned parties appeared before the Alcoholic Beverage Control Board on May 22, 2019. At the hearing, the parties proposed an offer-in-compromise (OIC) to resolve summary suspension described in Case No. 19-251-00077. The Board approved the OIC at the hearing.

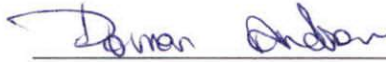
ORDER

Therefore, on this 22nd day of May 2019, the Board **APPROVES** the OIC presented by the parties. The terms of the OIC are as follows:

1. The license holder shall follow the terms and conditions of the attached OIC as a condition of reopening.

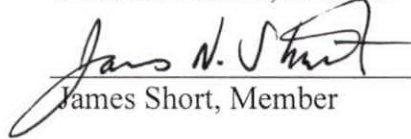
The ABRA shall deliver copies of this Order to the Government and the Respondent.

District of Columbia
Alcoholic Beverage Control Board




Donovan Anderson, Chairperson

Mike Silverstein, Member



James Short, Member

Bobby Cato, Member



Rema Wahabzadah, Member

Pursuant to 23 DCMR § 1902.6, if the requestor disagrees with the Board's advisory opinion in any respect, he or she may, within twenty (20) calendar days after issuance of the opinion file a petition with the Board in writing to reconsider its opinion, setting forth in detail the reasons and legal argument which support the requestor's points of disagreement, or may request the Board to issue a declaratory order, pursuant to § 1903. Advisory opinions of the Board may not form the basis of an appeal to any court in the District of Columbia.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



ATTORNEY GENERAL
KARL A. RACINE

Public Interest Division
Civil Enforcement Section

OFFER IN COMPROMISE

In the Matter of: Betty's Gojo Restaurant and Lounge, LLC t/a/ Betty Gojo
Case number: 19-251-00077
Hearing Date: May 22, 2019
Incident occurring on: May 13, 2019
For the Charge of: Summary Suspension proceeding.
Statutory Authority: D.C. Code §25-826(a)

This Offer in Compromise (OIC) is presented to the Alcoholic Beverage Control Board (Board) by the Office of the Attorney General for the District of Columbia (OAG) for the above-referenced matter involving Betty's Gojo Restaurant and Lounge, LLC t/a/ Betty Gojo (Respondent). This OIC is proposed to resolve the charges set forth in the Notice of Summary Suspension issued by the Board on May 17, 2019. The Parties acknowledge that it is within the discretion of the Board to accept or reject this offer.

As part of the OIC, Respondent agrees to comply with the following terms:

(1) Management, Control and Ownership of the Establishment:

- a. Respondent shall not lease the licensed establishment to outside promoters or third parties.
- b. Respondent shall not allow the hosting of events at the licensed establishment by any promoter or third party without maintaining ownership and control of the establishment for the duration of the event. For the duration of any hosted event, Respondent must control and manage all bar and security staff, as well as the modes of ingress and egress.

- c. Respondent shall not allow a third party or promoter to check the identifications of patrons or determine the age of patrons entering the establishment.
 - d. Respondent shall not enter into any agreement with a third party or a promoter to manage and control the operations of the establishment or to share in the profits of the establishment's business.
 - e. Respondent may, however, employ persons to manage the establishment.
 - f. Any Management Agreement entered into by Respondent must be filed with the Alcoholic Beverage Regulation Administration (ABRA) within 30 days of the execution of that agreement.
- (2) Security Plan: Respondent shall submit a security plan (Security Plan) to ABRA and OAG by no later than 5:00 p.m. on May 31, 2019. The Security Plan shall be reviewed and accepted by the Board prior to lifting the suspension of the establishment's alcoholic beverage license. The Security Plan shall be in full compliance with all applicable laws and regulations including all requirements for a security plan under Title 25 of the D.C. Code and shall incorporate all of the matters set forth below. The Security Plan shall also address additional conditions not required in Title 25 but which are also described below.
- (3) Security Personnel: On Friday and Saturday nights, and on any night Respondent has entertainment (including a disc jockey, live music, or any other form of live performance) or an event as described in paragraph 19, Respondent shall maintain, at a minimum, two security persons who will be on duty between 10:00 p.m. and 3:00 a.m. As an exception to the security personnel requirement, Respondent is not required to maintain security persons on any Friday or Saturday night on which Respondent closes before 1:00 a.m. The Security Plan shall detail the minimum number of security personnel that will be on-duty each day and their specific duty hours. The Security Plan shall detail the placement of security personnel within the establishment and shall include an explanation of the rationale regarding that placement.
- (4) Weapons Abatement Screenings: Respondent must not allow patrons to bring weapons into the establishment at any time. All security staff must be trained and be able to perform weapons abatement screenings, also known as "pat downs," to check for the presence of dangerous weapons. When Respondent is required to have security persons on-site, as outlined in paragraph 3, they must check all patrons who enter the establishment and must not allow any patron to reenter the establishment without conducting additional weapons screenings.

- (5) Confiscation of Weapons: In the event weapons are found on patrons, Respondent shall document in the incident log the type and number of weapons and the date on which any weapons are recovered from patrons. Respondent shall surrender confiscated weapons to MPD for disposition of the weapons. Respondent shall document the date and time of the consultation with MPD and shall include the officer's name and badge number.
- (6) Handling Violent Altercations: The Security Plan shall contain detailed procedures on how to manage safety and security issues within the establishment. The Security Plan shall contain detailed procedures on how Respondent's security personnel are to handle violent altercations in the establishment, including appropriate methods for separating and handling victims and aggressors, detaining and controlling aggressive patrons, handling patrons possessing dangerous weapons, and handing victims and aggressive patrons over to MPD. The Security Plan should also contain detailed procedures on how to fully cooperate with ABRA and MPD when a violent incident occurs inside the establishment. Upon request, Respondent immediately shall provide accurate information to MPD and ABRA investigators, including information regarding the involved parties.
- (7) Preservation of a Crime Scene: Respondent shall not clean up a crime scene under any circumstances or authorize anyone to clean up the crime scene, without the prior consent of MPD. The Security Plan shall address the establishment's procedure for preserving a crime scene.
- (8) Lights and Music: Respondent shall turn on its lights and turn off any recorded music within one minute of a violent incident occurring. The Security Plan shall detail the establishment's procedures for ensuring that lights are turned on and recorded music is turned off within the one-minute requirement.
- (9) Reporting Incidents: Respondent shall call 911 to report incidents of violence. Respondent's Security Plan shall document the means and method for calling 911. The Security Plan shall set forth Respondent's plan to maintain an incident log and prepare an incident report within 24 hours of occurrence recording all violent incidents that occur inside of, in front of, and in the rear of the establishment. The Security Plan shall address the proper protocol for drafting and maintaining incident log entries, to include the names and contact information of any victims and witnesses to an incident. Respondent shall make the incident log available to MPD, ABRA investigators and other interested parties upon request. In cases of crimes of violence, incident logs must be signed by an ABC Manager or owner. The incident log shall be maintained for a period of four (4) years and shall not be destroyed during that period.

- (10) Security Camera System Operators: Prior to lifting the suspension of the establishment's alcoholic beverage license, Respondent shall demonstrate to ABRA that it is able to immediately retrieve footage from the establishment's security cameras and provide the Board in writing with the name(s) of the individuals that are able to operate and retrieve footage from those cameras. Respondent shall notify the Board within ten calendar days of any change in the name(s) of the individuals that are able to operate and retrieve security camera footage.
- (11) Security Camera System: Respondent shall have an operational security camera system in good working order that actively records at all time and covers existing blind spots. The security plan shall detail the number of cameras to be operational, the location of the cameras, and how the cameras are to be mounted to best observe patrons while they are in the establishment. The security plan shall contain a diagram of the location of all of the cameras inside and outside of the establishment. No camera shall be blocked by a curtain, door, pillar or other barrier.
- (12) Maintenance of Security Camera Video Footage: Respondent must maintain video footage for a minimum of 30 days and shall make the video available within 24 hours of a request from ABRA or MPD. Respondent shall include this requirement in its Security Plan.
- (13) Assessment of Security Camera System: Prior to lifting the suspension of the establishment's alcoholic beverage license, an ABRA investigator shall conduct a walk-through of the licensed establishment with Respondent to evaluate the location and number of security cameras. This assessment will also include an identification of all blind spots to ensure that they are adequately covered by the camera system.
- (14) Rendering Aid: The Security Plan shall state the procedure in which all employees will ensure that all patrons receive appropriate medical care. This includes, but is not limited to, administering first aid and calling an ambulance (911).
- (15) Employee Discipline: The Security Plan shall set forth what disciplinary actions will apply to any security personnel or other employee who does not comply with the Security Plan.
- (16) Training for Personnel Employed by the Establishment:
- a. Prior to lifting the suspension of the establishment's alcoholic beverage license, all personnel shall be trained on the terms of the Security Plan.

- b. The Security Plan shall provide that all non-security personnel employed by the establishment be trained in proper security procedures pursuant to the Security Plan within 14 days of hire. On an annual basis, all non-security personnel employed by the establishment will receive refresher training on the Security Plan.
- c. The Security Plan shall provide that all security personnel employed by the establishment be trained in proper security procedures pursuant to the Security Plan at their date of hire or before they begin providing security for the establishment and on a semi-annual basis thereafter.

(17) Contracted Security Personnel:

- a. The establishment will enter into a written contract for any entity or natural person that is contracted to provide security for the establishment. The contract shall require that the entity or natural person agree to cooperate with MPD and ABRA investigations pursuant to the terms of paragraph 18 below.
- b. The Security Plan and any contract with any entity or natural person to provide security for the establishment shall require that a copy of the Security Plan be provided to and reviewed with any outside security company hired by the establishment prior to the security company starting work at the establishment. The Security Plan shall require that all outside security personnel shall review the Security Plan before providing security services to the establishment and on a semi-annual basis thereafter.

(18) Cooperation with MPD and ABRA Investigations: Both in-house and contracted security personnel shall cooperate with MPD and ABRA investigations. The Security Plan shall provide that, except under extraordinary circumstances, security personnel who have knowledge of any violent incident will remain present at the establishment until such time as the MPD and ABRA investigation are concluded or until such time as MPD and ABRA investigators determine that such personnel are no longer necessary to the investigation of the incident. In the extraordinary circumstances that security personnel are no longer available to assist with the ABRA or MPD investigation immediately following a violent incident, the establishment shall make such personnel available for interview by MPD and ABRA within 24 hours of the violent incident.

(19) Events:

- a. For all private events, Respondent shall enter into a written contract identifying the person(s) renting the establishment that includes the person's contact information (address and telephone number(s)). The contract shall require that the person or entity hosting a private event

shall not enter into an agreement with any outside promoter(s) or host any events to be advertised or promoted by any outside promoter(s).

- b. The Security Plan shall provide that, for events hosted by any outside promoter(s) or advertised or promoted by any outside promoter(s) that are scheduled to last until after 1:00 a.m. or involve entertainment as defined in paragraph 3, the reimbursable security detail subsidy program, as outlined in 23 DCMR 718, shall be used when available.

(20) Cover Charge Not Allowed Without Board Approval: Respondent will not charge a cover charge unless it receives the Board's approval to charge a cover charge. Respondent shall not allow a promoter or third party to charge a cover without Board approval.

(21) Case Referral: Case No. 19-251-00077 shall be referred to the OAG for a show cause review, which could result in charges related to the violations cited in the Summary Suspension and the ABRA investigative report for the case.

CONSENT

I agree to accept and comply with the terms of this Offer in Compromise. I acknowledge the validity of the settlement and I waive a hearing to which I would have a right under D.C. Code § 25-823. I also recognize that I am waiving any right to appeal an adverse ruling of the Alcoholic Beverage Control Board that might have followed any such hearing. I sign this settlement agreement without reservation, and I fully understand its meaning and my rights.

Respondent

Witness for the Government (OAG)

Date