

DISTRICT OF COLUMBIA
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ALCOHOLIC BEVERAGE CONTROL BOARD
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MEETING

IN THE MATTER OF: :

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Betty's Gojo Restaurant :
and Lounge, LLC, :
t/a Betty's Gojo :
7616 Georgia Ave NW : Summary Suspension
Retailer CR - ANC 4A : Hearing
License No. 102500 :
Case #19-251-00077 :
:
(Chief of Police Closure :
May 13, 2019) :

Wednesday
May 22, 2019

The Alcoholic Beverage Control Board
met in the Alcoholic Beverage Control Hearing
Room, Reeves Building, 2000 14th Street, N.W.,
Suite 400S, Washington, D.C. 20009, Chairperson
Donovan W. Anderson, presiding.

PRESENT:

DONOVAN W. ANDERSON, Chairperson
JAMES SHORT, JR., Member
REMA WAHABZADAH, Member

ALSO PRESENT:

KIBREB EMBOYE, Licensee
JESSICA KRUPKE, OAG
D'MOZ LUMUKANDA, Licensee's Counsel
TAVRIL PROUT, ABRA
ABEBO WELDEGABRIEL, Licensee

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

2 2:51 p.m.

3 CHAIRPERSON ANDERSON: All right. We
4 are back on the record. This is a summary
5 suspension hearing, Case number 19-251-00077,
6 Betty's Gojo, license number 102500. Will the
7 parties please approach and identify themselves
8 for the record, please.

9 MS. KRUPKE: Jessica Krupke on behalf
10 of the District of Columbia.

11 CHAIRPERSON ANDERSON: Good afternoon,
12 Ms. Krupke.

13 MR. PROUT: Investigator Tavril Prout
14 on behalf of ABRA.

15 MEMBER SHORT: You've got to speak up
16 -- you've got to speak up a little louder.

17 MR. PROUT: Investigator Tavril Prout,
18 on behalf of ABRA.

19 CHAIRPERSON ANDERSON: Thank you, Mr.
20 Prout.

21 MR. LUKUKANDA: D'Moz Lukukanda on
22 behalf of the Licensee.

1 CHAIRPERSON ANDERSON: Mr. Lukakanda.

2 MR. EMBOYE: Good afternoon, my name
3 is Kibreb Emboye, from the --

4 CHAIRPERSON ANDERSON: Mr. Emboye,
5 good afternoon.

6 MS. WELDEGABRIEL: Good afternoon.
7 I'm Abebo Weldegabriel --

8 CHAIRPERSON ANDERSON: I heard nothing
9 you said, ma'am. What is your last name, please?

10 MS. WELDEGABRIEL: Weldegabriel.

11 CHAIRPERSON ANDERSON: Weldegabriel.

12 Good afternoon. There is a sign in sheet. Make

13 sure that everyone has a -- everyone has signed

14 in. Good afternoon. Today we have just a

15 summary suspension hearing that we have today.

16 And, I -- this is a matter where the chief of

17 police had closed the establishment for 96 hours.

18 And, based on the nature of the violation --

19 based on the nature -- the board thought that the

20 danger existed and so the board voted to continue

21 the closure of the establishment. The

22 establishment did continues to close -- remains

1 closed, and that is one of the reasons why we
2 have this hearing today. And, is the Government
3 ready to move forward?

4 MS. KRUPKE: Yes, we are.

5 CHAIRPERSON ANDERSON: Are there any
6 preliminary matters in this case?

7 MS. KRUPKE: There are. The parties
8 have reached an Offer in Compromise for your
9 consideration in this matter and I believe that
10 you all are, have been, or will be shortly
11 provided copies of the Offer in Compromise.

12 CHAIRPERSON ANDERSON: Can you tell us
13 -- just, could the Government provide the board,
14 just with a brief synopsis of the incident? And
15 then you can let us know what is the Offer in
16 Compromise that has been reached.

17 MS. KRUPKE: Sure. The incident
18 happened on May 13th, 2019 at 12:23 a.m., or
19 thereabouts. And the incident was a violent
20 altercation that took place in the basement of
21 the establishment, Betty's Gojo. And the
22 altercation, itself, that took place was between

1 a number of individuals totaling approximately 15
2 people, although from the security footage it is
3 hard to be sure exactly how many.

4 The altercation involved punching,
5 kicking, at one point pepper spray was deployed,
6 and as a result, one male was stabbed. During
7 the altercation, which lasted at least a minute
8 in time, there was seemingly no attempt by the
9 establishment to end the altercation, even though
10 at one point it did subside and then reignite.

11 After the altercation everyone from
12 the basement fled. The lights were turned on.
13 No medical aid was offered or rendered it seems,
14 to any person. There was no notification
15 provided to 911 or the Metropolitan Police
16 Department and almost immediately after all of
17 the patrons who had been in the basement of
18 Betty's Gojo had left.

19 The establishment's owner, ABC manager
20 and it looks like, a waitress, began to clean up
21 the crime scene. So there is that failure to
22 preserve the crime scene.

1 There, at the time of the incident,
2 there were allegedly two security officers on
3 hand. But MPD and ABRA were only able to speak
4 with one security officer, and that security
5 officer was provided by a third party promoter.
6 And there was no security officer provided by
7 Betty's Gojo directly. They alleged that they
8 had engaged with a third party, um, to provide
9 security, Prestige Security Agency. However,
10 Prestige Security Agency denied any association
11 with Betty's Gojo and did not cooperate with the
12 ABRA investigation.

13 Afterward there were also two staff
14 members of Betty's Gojo who were no longer
15 available to speak with the investigators.
16 Betty's Gojo does have security cameras, so there
17 was a significant amount of security footage
18 available for the investigation. But the persons
19 whom the ABRA investigators spoke with were not
20 fully knowledgeable on the operation of the
21 security cameras.

22 In addition, there was, as I

1 mentioned, a third party promoter. And that
2 third party promoter was charging a cover charge
3 of ten dollars for the event, even though a cover
4 charge is not permitted at Betty's Gojo.

5 And I believe that is a brief summary,
6 if you have any additional questions.

7 CHAIRPERSON ANDERSON: Now, so what is
8 the Offer in Compromise, then?

9 MS. KRUPKE: So the Offer in Compromise
10 is extensive and I would ask that the OIC be made
11 part of the record. And so I will try to hit on
12 the highlights and explain why those are
13 appropriate.

14 So the first term is that the management
15 control and ownership of the establishment will
16 remain with the establishment. And so the
17 provisions under Paragraph 1 are designed to
18 prohibit the Respondent from hosting events
19 without maintaining the ownership and control of
20 the event. And so that assuages the concerns of
21 OAG and ABRA, that this particular promoter, it
22 seems, had rented out the basement and really

1 was, it seems, somewhat in charge of what was
2 happening at that event, and had been in charge
3 of security at that event, and entrance to the
4 event. And so this provision is to designed to
5 assuage that concern.

6 And that the, you know, Betty's Gojo
7 will not allow the promoter to check the
8 identification, and all the other provisions of
9 this Paragraph 1 are just designed to limit what
10 the establishment will allow a third party
11 promoter to do at the event.

12 Paragraph 2 outlines part of the
13 security plan, although there are additional
14 provisions within most of the following
15 paragraphs that contain additional requirements
16 of the security plan. As I mentioned, Betty's
17 Gojo did not have a security plan at the time and
18 so the OIC provides that one will be submitted to
19 ABRA and OAG no later than five o'clock p.m. on
20 May 31st. And then it will be required to be
21 reviewed and accepted by you, the board, prior to
22 the establishment having their license

1 reinstated.

2 The requirements of Title 25 will be
3 in place for the security plan, but as I
4 mentioned, there are significant additional
5 requirements that are put forth in the OIC. One
6 of the requirements is for -- under Paragraph
7 number 3 -- security personnel, and this
8 requires, at a minimum, two security persons who
9 are going to be on duty between 10:00 p.m. and
10 3:00 a.m. on Friday and Saturday nights and then
11 any night the Respondent has entertainment. And
12 that is defined as a disc jockey, live music or
13 any other form of live performance.

14 And, you know, that provides that
15 extra security measures will be taken for any
16 sort of larger events that were taking place such
17 as this one.

18 The Paragraph Number 4 is the weapons
19 abatement. It is our understanding that there
20 was some attempt at weapons abatement made by the
21 third party promoter at the time of the incident,
22 but this outlines the requirement that they do

1 actually provide that -- that the establishment
2 provide -- the pat-downs to prevent weapons, such
3 as the knife that took place here, from entering
4 the establishment.

5 Paragraph 5 requires that should any
6 weapons be found that they be confiscated and
7 turned over to MPD.

8 Paragraph 6 outlines how the violent
9 altercations should be handled. And so this
10 provision incorporates a lot of what needs to be
11 outlined in the security plan and so the security
12 plan must contain procedures on how the security
13 personnel will respond to violent incidents, and
14 including things such as separating the
15 aggressors, as is a main concern of what happened
16 here, that some action be taken by the
17 establishment to intervene and protect those
18 persons that are their patrons or, you know,
19 folks who are there.

20 And the security plan will also
21 contain detailed procedures on how to cooperate
22 with ABRA and MPD when an incident occurs so that

1 we don't have instances where the establishment
2 has folks who have already left by the time MPD
3 arrives, just a few minutes later or something
4 like that.

5 Number 7 is the preservation of a crime
6 scene requirement, of course, this is always a
7 requirement, but it's in here with the
8 understanding that it's the allegation of the OAG
9 that that did, in fact, happen here, that the
10 crime scene was not preserved. And so we wanted
11 to make sure that that was in here so that
12 everyone is on even further notice that that is a
13 requirement.

14 The lights and music requirement here
15 is just a standard provision that we like to have
16 when incidents like this happen to make sure that
17 the security of the persons involved are being
18 protected and also so that any cameras that are
19 in the vicinity will be able to better capture
20 what is happening in the establishment at the
21 time of the incident.

22 Paragraph 9 is the requirement that

1 the Respondent would report violent incidents to
2 911. And that the security plan will set forth
3 how an incident log should be kept and
4 maintained, so that there can be information on
5 who was there in terms of witnesses and security
6 officers and the like. And that that would be
7 made available to MPD and ABRA.

8 Number 10 is a requirement that the
9 establishment demonstrate that it is able to
10 retrieve footage and provide in writing the names
11 of those persons who are able to manage the
12 camera system, so that there is no confusion
13 there, as to who is able to understand how that
14 system works.

15 A security camera system here,
16 provision, is primarily put in here to eliminate
17 any blind spots that are currently existing in
18 the camera system that they have. It is my
19 understanding they have approximately 17 cameras
20 and so there is a wide variety. But the nature
21 of the establishment involves some strange
22 corners and so we want to make sure that there

1 are no blind spots in that, in that coverage.

2 Number 12, the maintenance of the
3 security camera video footage, is just primarily
4 so that should any incidents like this in the
5 future arise that MPD and ABRA will have ample
6 time to collect that security footage and go back
7 for additional angles or additional time if that
8 is necessary for up to 30 days.

9 And that Number 13 is that assessment
10 of the camera -- the security camera system that
11 I mentioned. Prior to the lifting of the
12 suspension of the establishment's license, that
13 an ABRA investigator will walk through and
14 examine the camera system, make sure that there
15 are no blind spots and evaluate, you know, the
16 camera locations, and the system overall.

17 Paragraph 14 requires that the
18 establishment render aid when available, and
19 again, that they will call an ambulance, if
20 necessary.

21 Number 15 provides that the security
22 plan will outline what disciplinary actions will

1 apply to any security personnel who do not comply
2 with the security plan.

3 Paragraph 16 outlines the training
4 requirements for personnel who are employed by
5 the establishment and it outlines two separate
6 categories in employees: non-security personnel
7 and security personnel. And so, for non-security
8 personnel, they need to be trained within 14 days
9 of hire and receive a refresher of the security
10 plan every year. And for security personnel,
11 those folks need to be trained before they begin
12 working at the establishment and need to be re-
13 trained on a semi-annual basis.

14 Paragraph 17 outlines the contracted
15 security personnel issues. And so this is meant
16 to solve the problem that they had here, which
17 was an establishment that said that they had
18 contracted for security and a company that said
19 that they did not, and that we were not able to
20 verify what was correct because there was no
21 written contract and there were no requirements
22 that we could find related to -- you know -- what

1 the security personnel were supposed to provide.

2 And so this requires that the security
3 personnel who are contracted be familiar with the
4 security plan and that the contract requires
5 that the entity or the person that is contracted
6 with individually, that they cooperate with MPD
7 and ABRA investigations.

8 Paragraph 18 outlines the cooperation
9 that is required with MPD and ABRA
10 investigations, of course, as you know,
11 cooperation is always expected and required, but
12 in this instance full cooperation was not
13 provided and so this outlines the additional
14 measures that we feel are necessary to have the
15 establishment, you know, fully cooperate in the
16 future.

17 And in particular, in this instance,
18 as I mentioned, one of the security personnel did
19 leave before MPD and ABRA investigators arrived
20 and so this outlines that for security personnel,
21 in particular, that it is especially important
22 that those folks remain on the scene and in

1 extraordinary circumstances, if they are not
2 available to remain on the scene, that they be
3 made available within 24 hours for MPD and ABRA
4 to interview them -- after a violent incident.

5 Paragraph 19 outlines what is expected
6 for private events. And that includes that
7 written contracts, that identify those persons
8 who are renting the establishment be provided.
9 But more importantly, that Paragraph (b) outlines
10 that the security plan must provide that for
11 events that are hosted by an outside promoter or
12 advertised by an outside promoter, that are
13 scheduled to last after 1:00 a.m. or involve
14 entertainment, and entertainment has already been
15 defined in Paragraph 3, that the Reimbursable
16 Security Detail Subsidy Program provided by MPD
17 and outlined in 23-DCMR-718, should be used when
18 available.

19 And that provides that additional
20 security measure for these types of events --
21 that bring in unexpected amounts of individuals -
22 - and just provides that extra layer of

1 protection to the public for these types of
2 events.

3 Paragraph 20 outlines that a cover
4 charge is not allowed without board approval. Of
5 course that is always the case, but here we
6 wanted to make sure that that was specifically
7 covered as part of the OIC, because it is our
8 allegation that a cover charge was being charged
9 when it should not have been done.

10 And Paragraph 21 outlines that this
11 case will be referred to the Office of the
12 Attorney General for a show cause review.

13 CHAIRPERSON ANDERSON: And you think
14 that if this Offer in Compromise, if this was in
15 place, this could have possibly prevented the
16 matter from occurring?

17 MS. KRUPKE: I think, in particular,
18 the security plan and the training on the
19 security plan -- what happened here with the
20 contracting of an outside agency, possibly, and
21 in particular, with a promoter being allowed to
22 bring in their own security personnel who are not

1 familiar with the establishment or not familiar
2 with how to handle things, and are not -- to have
3 no allegiance to the establishment, really, who
4 have allegiance to the promoter who brought them
5 in, resulted in what happened here.

6 That when the altercation took place,
7 from the video footage, it looks like no one
8 really knew what to do, and so this Offer in
9 Compromise provides that everyone who works in the
10 establishment and everyone who comes in to be
11 contracted as a security personnel will know
12 exactly what to do and how to protect patrons.

13 Of course, we recognize that you can't
14 always prevent these events from happening, but
15 things like pat-downs at the door, and making sure
16 that everyone who works in the establishment knows
17 exactly how to react, so that there isn't that
18 moment of; what do I do, that that will protect
19 the public.

20 In addition, the Office of the Attorney
21 General does recognize that the establishment has
22 agreed to reimbursable security detail for these

1 types of particular events. Even though they are
2 a smaller establishment and so we do feel that
3 that does show a good faith effort of trying to
4 make sure that they are keeping the public safe
5 and, you know, letting the public know in a very
6 visual way that they are providing additional
7 security.

8 So, in total, yes, I do feel that had
9 these sorts of procedures been in place, I can't
10 say of course that it wouldn't have started, but
11 certainly, the length at which the altercation
12 took place, the dying down and restarting, all of
13 those things could have been prevented with proper
14 procedures in place and that is exactly what this
15 is designed to correct.

16 CHAIRPERSON ANDERSON: Hm. Well, Mr.
17 Lukukanda, it is my understanding that there is an
18 Offer in Compromise, have you reviewed this Offer
19 in Compromise with your client?

20 MR. LUKUKANDA: Yes, sir.

21 CHAIRPERSON ANDERSON: And are you in
22 agreement with this Offer in Compromise?

1 MR. LUKUKANDA: Yes sir.

2 CHAIRPERSON ANDERSON: And why is it
3 that you believe that the board should accept this
4 Offer in Compromise, sir?

5 MR. LUKUKANDA: I think that the board
6 should accept the Offer in Compromise because the
7 Licensee understands, number one, that having this
8 license is a privilege and this is a pivotal
9 moment in his business where his business could
10 simply go away, because there are certain things
11 that he is not knowledgeable of -- knowledgeable
12 about -- regarding holding this particular
13 license.

14 So, I've conveyed the importance of
15 understanding each one of the laws that has been
16 breached and understanding the importance of the
17 security plan and how it protects his safety, how
18 it protects his staff, and how it also gives him
19 the ability to have his actual business. Because
20 the things, the mistakes that he made, that caused
21 this to occur, are things that make one question
22 his ability to run this establishment.

1 So, putting the security plan in place
2 and this particular Offer in Compromise and also
3 having the MPD detail up front, when he has a
4 promoted event similar to the one where the
5 incident has caused, this sets off a chain
6 reaction of -- the next time something like this,
7 if an incident occurs on camera -- you will see
8 the lights come on, you will see the music go off.
9 Or a person may not -- or the incident wouldn't
10 even occur in the first place because someone
11 would decide -- this isn't -- the MPD is here --
12 this is highly inappropriate and I'm going to
13 behave myself tonight.

14 So, the Licensee understands the
15 importance. He understand that his license is at
16 risk. He understands all of the fine steps that
17 need to be taken within the security detail, that
18 need to be made there at the establishment. He
19 has accepted that there is going to be a training
20 that is going to occur where everyone is going to
21 be brought to speed on the security plan. He
22 understands that he is skating on thin ice. And

1 that this is an opportunity for him to get things
2 together or get out of this business.

3 CHAIRPERSON ANDERSON: I know that this
4 is not related. This is a restaurant. This
5 establishment has a restaurant license. And the
6 incident just -- I question -- is this a
7 restaurant? Because, if one is running a
8 restaurant -- promoters? But anyway, I digress.
9 Any questions by any board members? Any other
10 comments that you want to make before the board
11 decides what the next step is?

12 MR. LUKUKANDA: I'd like to make one
13 comment. I also suggested to the Licensee that,
14 um, maybe possibly applying for a transfer of the
15 license class would be appropriate in this -- in
16 the way that this situation looks. He explained
17 to me that they have food. I've never been to
18 this establishment.

19 CHAIRPERSON ANDERSON: I'm not
20 questioning whether or not they are -- I'm not
21 questioning -- I'm not saying they should change
22 their license class, I'm just saying that -- I'm

1 looking at the incident and the incident that
2 occurred and the security plan that we're having
3 that talks about a promoter and that talks about
4 security, and that talks about training -- that
5 doesn't say to me that this is a restaurant.

6 That's all I'm saying.

7 So, I'm not here saying they need to
8 change their license class or anything such as
9 that. All I'm saying is that, in reviewing the
10 incident, and also reviewing this Offer in
11 Compromise, and the steps were put in place, it
12 leaves a question in my mind if whether or not
13 this is a restaurant because these are not things
14 that one would typically see in a -- in what
15 reasonable minds would consider a restaurant.

16 We wouldn't think about a cover charge,
17 bringing a promoter, charging a cover charge, that
18 their incident -- that a promoter comes in and
19 that there is security and then folks leave and
20 say that we are not responsible. Or, if one has
21 a restaurant, then how is it that you don't know
22 what is going on? That is all I'm saying. It

1 leaves me to wonder what type of establishment
2 that is. But I -- but it wasn't from the
3 perspective that they should consider doing --
4 changing a class.

5 Unfortunatley, I'm familiar with this
6 Licensee for other matters. But that's not
7 relevant to why we are here today. All right, but
8 anyway, anything else, bias aside?

9 MS. KRUPKE: I don't believe so. Thank
10 you.

11 CHAIRPERSON ANDERSON: As Chairperson
12 for the Alcohol and Beverage Control Board for the
13 District of Columbia, in accordance with D.C.
14 Official Code Section 2574 of the Open Meetings
15 Act, I move that ABC Board hold a closed meeting
16 for the purpose of seeking legal advice from our
17 counsel on Case number 19-251-00077, Betty's Gojo,
18 pursuant to D.C. official Code Section 2574(b) of
19 the Open Meetings Act and deliberate upon Case
20 number 19-251-00077, Betty's Gojo, for the reason
21 cited in D.C. Official Code Section 2574(b)13 of
22 the Open Meetings Act. Is there a second?

1 MEMBER SHORT: Second.

2 CHAIRPERSON ANDERSON: Mr. Short has
3 second the motion. I will now take a roll call
4 vote on the motion before us now that has been
5 second. Ms. Wahabzadah?

6 MEMBER WAHABZADAH: I agree.

7 CHAIRPERSON ANDERSON: Mr. Short?

8 MEMBER SHORT: I agree.

9 CHAIRPERSON ANDERSON: Mr. Anderson?
10 I agree. As it appears in the motion has passed.
11 I hereby give notice that the ABC Board will
12 recess these proceedings to hold a closed meeting
13 in the ABC Board Conference Room, pursuant to
14 Section 2574(b) of the Open Meetings Act. We will
15 be back.

16 (Whereupon, the above-entitled matter
17 went off the record at 3:16 p.m. and resumed at
18 3:22 p.m.)

19 CHAIRPERSON ANDERSON: We're back on the
20 record. Anyway, I make a motion that the board
21 accept the Offer in Compromise. Is there a second?

22 MEMBER WAHABZADAH: Second.

1 CHAIRPERSON ANDERSON: Ms. Wahabzadah
2 has seconded the motion. All those in favor say
3 aye.

4 MEMBER SHORT: Aye.

5 CHAIRPERSON ANDERSON: Those opposed?
6 And it passed three to zero. So the establishment
7 will stay closed until the provisions in the Offer
8 in Compromise has been complied with. I think the
9 specifically the security agreement -- I think the
10 training and what was the third?

11 MS. KRUPKE: The walk through of the --

12 CHAIRPERSON ANDERSON: The walk through.
13 And so I guess it's -- so yeah - so, I guess it,
14 yeah -- so, whenever the board -- well, whenever
15 that information is done and it is transmitted to
16 the board, the board will then vote to reopen the
17 -- once the agency has informed the board that the
18 terms of the OIC has been complied with and the
19 board will vote to open the -- reopen the
20 restaurant. Good luck. Have a good day. Thank you.

21 (Whereupon, the above-entitled matter
22 went off the record at 3:24 p.m.)

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In the matter of: Betty's Gojo

Before: DCABRA

Date: 05-22-19

Place: Washington, DC

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