

ALSO PRESENT:

MEHARI WOLDEMARIAM, Applicant

JONATHAN FARMER, Applicant's Counsel

WALTER ADAMS, OAG

C-O-N-T-E-N-T-S

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WITNESS	DIRECT	CROSS	REDIR	RECROSS
Felicia Dantzler	18	43		
Brenda Smith	47	110		

FOR CASE NO. 18-CMP-00049/18-CMP-00050:

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

2 10:08 a.m.

3 CHAIRPERSON ANDERSON: All right.

4 We're back on the record.

5 Our next case is Case No. 18-CMP-
6 00049, Green Island Café/Heaven & Hell, License
7 No. 74503.

8 Will the parties, please, approach and
9 identify themselves for the record, please?

10 MR. ADAMS: Good morning, Mr. Chairman.
11 I'm Walter Adams. I'm representing the District
12 of Columbia.

13 CHAIRPERSON ANDERSON: Good morning,
14 Mr. Adams.

15 MR. ADAMS: Good morning.

16 MR. FARMER: Jonathan Farmer on behalf
17 of the respondent, Green Island/Heaven & Hell.

18 CHAIRPERSON ANDERSON: Good morning,
19 Mr. Farmer.

20 MR. WOLDEMARIAM: Mehari Woldemariam
21 on behalf of Green Island Café/Heaven & Hell,
22 Inc.

1 CHAIRPERSON ANDERSON: Good morning,
2 sir.

3 MR. WOLDEMARIAM: Good morning.

4 CHAIRPERSON ANDERSON: Mr. Adams, are
5 there any preliminary matters in this case?

6 MR. ADAMS: Just out of curiosity, Mr.
7 Chairman, I know that there is a Board -- for
8 this establishment, there is two Show Cause
9 Hearings. Are we going to be hearing them
10 separately or does it -- each one individually,
11 because really the witnesses are the same for
12 each of those cases.

13 CHAIRPERSON ANDERSON: It's your case,
14 you tell me how you -- you let me know how you
15 want me to approach them. If there is the same
16 factual where we -- if you want me to call both
17 cases at the same time, then if there are factual
18 situations and then same witnesses, then you can
19 let me know how is it that you want us to
20 approach it or if you just want me to do this
21 first case and after this case is over, I'll call
22 the other case.

1 So it's your pleasure.

2 MR. ADAMS: I think there -- I'll see
3 if Mr. Farmer agrees with this, in terms of cases
4 49 and --

5 CHAIRPERSON ANDERSON: Well, let me
6 call -- then the other case is Case No. 18-CMP-
7 00050, Green Island Café/Heaven & Hell, License
8 No. 74503.

9 So, Mr. Adams, you are stating that we
10 have two cases, Case No. 18-CMP-00049 and Case
11 No. 18-CMP-00050. How do you propose that we
12 handle both of these cases?

13 MR. ADAMS: Sure. How I propose that
14 we handle this case, and if counsel agrees, is
15 that for the cases that -- also, the Board can do
16 separate orders. However, the witnesses for both
17 of those cases are the same. So it's Felicia
18 Dantzler and Brenda Smith from the Police
19 Department.

20 So the Board can apply the facts to
21 those cases that the witnesses have to have
22 especially in the case of Ms. Smith have her

1 testify twice to the same set of facts. And
2 there really are -- the facts are similar in
3 nature. So that's what the District proposes.

4 CHAIRPERSON ANDERSON: Well, my -- if
5 you guys want to take a -- if both counsel want
6 to take a recess, you can discuss it. You tell
7 me how you want to move forward and I'm fine with
8 it. So by agreement of the parties, I will
9 handle the case the way that both sides agree to
10 be handled.

11 I don't -- so I'm not going to make
12 the decision. So we can stay in recess for -- we
13 can be in recess for about five minutes, so you
14 can discuss it.

15 MR. ADAMS: sure.

16 MR. FARMER: It won't take that long.

17 CHAIRPERSON ANDERSON: All right.

18 MR. FARMER: We just need a minute.

19 CHAIRPERSON ANDERSON: Right. That's
20 what I'm saying. And you can tell me how you
21 want to do it. So we are in recess.

22 (Whereupon, the above-entitled matter

1 went off the record at 10:11 a.m. and resumed at
2 10:13 a.m.)

3 CHAIRPERSON ANDERSON: All right.
4 We're back on the record. So how does the
5 parties wish us to proceed in this matter?

6 MR. ADAMS: Yes, Mr. Chairman. I
7 think the parties have discussed it and have the
8 preference that both matters be called and that
9 we be able to, essentially the District will be
10 able to -- or essentially be able to have our
11 witnesses be able to provide, you know, their
12 testimony for both of those cases. And the Board
13 can more or less go to put the -- apply the facts
14 to those notices as appropriate.

15 CHAIRPERSON ANDERSON: All right.
16 So --

17 MR. ADAMS: Both parties have agreed
18 to that.

19 CHAIRPERSON ANDERSON: All right. So
20 there are two separate cases, so we will issue
21 two separate decisions, but basically the factual
22 -- what you are saying is that the facts and

1 witnesses on both cases are similar, so we can
2 use the same facts and witnesses.

3 And I guess in closing then, you can
4 separate what the charges are and like for Case
5 0049, then you will say to us these are facts in
6 Case 00049. This is what we are asking you to
7 do. And in closing for Case 00050, then I'll ask
8 the same that you tell us what the issues are and
9 what is it that you are asking the Board to do as
10 far as that case is concerned.

11 So that's what I'll ask -- I'll expect
12 in closing you can differentiate the cases in
13 that sense in closing.

14 MR. ADAMS: Yes, Mr. Chairman.

15 CHAIRPERSON ANDERSON: All right. And
16 I know that I did not inform both parties in this
17 particular case that I expect moving forward that
18 for Show Cause Hearings, that both sides should
19 disclose documents and witnesses seven days prior
20 to and so therefore, we can have these documents
21 prior. Both sides would have them, so there are
22 no surprises.

1 This is not applicable in this case,
2 Mr. Adams, because I did not announce that at the
3 Status Hearing.

4 MR. ADAMS: Understood.

5 CHAIRPERSON ANDERSON: And since that
6 was not made known at the Status Hearing, both
7 parties are not -- I'm not sure if it was done.
8 I have not seen any documents, but if it has not
9 been done, I'm just letting both counsel know
10 that moving forward my expectation that for Show
11 Cause Hearings is that seven days prior to the
12 hearings, that you will disclose documents and
13 witnesses.

14 And as I have stated, Mr. Adams, I do
15 -- and Mr. Farmer, I am an attorney also. I
16 practice Administrative Law, that's what I do
17 when I'm not here, and every time I have a
18 hearing, I have to disclose documents and
19 witnesses seven days or five days.

20 In my hearings it's five or five
21 calendar days before. And so we were -- for
22 Protest Hearings it's seven days and so I'm

1 saying this is seven days. It brings more order
2 to the process. I have been here -- I have seen
3 a party decide that they want to disclose a video
4 and we are sitting here that neither side has
5 seen the video. The Board is being asked to
6 provide a flashdrive to make a copy of the video.
7 And that's just unacceptable.

8 So my expectation is that each side,
9 whatever documents and witnesses do you have, is
10 disclosed before. If there are flashdrives, it
11 should be disclosed to the other side and to the
12 Board. So we should not be figuring out what the
13 documents and witnesses are.

14 All right. But that is not applicable
15 to this case, because both parties were not put
16 on notice that moving forward this is the
17 expectation of the Board.

18 All right. Mr. Adams, do you wish to
19 make an -- and I guess, let me ask since we are
20 combining both cases, are -- I guess you are
21 going to -- you can make an opening statement and
22 this will cover both cases. Is that the way

1 you --

2 MR. ADAMS: Yes. I'll separate them,
3 Mr. Chairman.

4 CHAIRPERSON ANDERSON: All right. So,
5 Mr. Adams, do you wish to make an opening
6 statement in Case No. 18-CMP-00050 and 18-CMP-
7 00049?

8 MR. ADAMS: I do, Mr. Chairman. For
9 both these cases, the cases are involving Green
10 Island Café/Heaven & Hell, and so for both those
11 matters what is at issue is that this Board has
12 required this establishment to have reimbursable
13 detail, that's part of their license, that was
14 part of an order that was set by the Board back
15 in 2017.

16 And so in both of these cases, the
17 cases involved are situations where the
18 establishment has been suspended by the
19 Metropolitan Police Department for failing to pay
20 for, on a timely basis, the detail or for the
21 reimbursable detail and thus being suspended by
22 the Metropolitan Police Department.

1 And as a result, as it will be
2 displayed for both cases, because of the
3 suspensions, the establishment would not have --
4 did not have or did not provide the reimbursable
5 details on two separate dates.

6 For Case No. 18-CMP-00050, this
7 involves the period of January 12th through
8 January 14, 2018 whereas observed by the
9 Metropolitan Police Department that -- and by
10 Investigators from the Alcoholic Beverage
11 Regulation Administration that the establishment
12 did not have a reimbursable detail assigned and
13 as a result, that is the nature of the violation
14 for that case. And again, for January 12 through
15 January 14.

16 And for Case No. 18-CMP-00049, the
17 time period is January 25th through January 28,
18 2018. Again, it was observed by the Metropolitan
19 Police Department 3rd District that the
20 establishment did not have a reimbursable detail.

21 And during that time period, and
22 during that range of time, it was then also

1 observed by an Investigator from ABRA that they
2 did not have it.

3 So as a result for those cases, those
4 are both violations. And also the evidence will
5 show that during those time periods, the
6 establishment was suspended by the Metropolitan
7 Police Department for both those separate time
8 periods.

9 And as a result, they were not in
10 compliance with the Board's Rules and we will be
11 able to prove that the violations apply to both
12 of the cases.

13 CHAIRPERSON ANDERSON: And the other
14 thing I noted on this, I do hope that as part of
15 the presentation, the Government's presentation,
16 you explain to us why, because if they were
17 suspended, then how can they have reimbursable
18 detail if they are suspended?

19 So I'm just saying is there a reason
20 why? I would hope that you -- that there is some
21 provision, since you are stating that they were
22 suspended, that there is a reason for the

1 suspension because as you are aware, that you can
2 be required to have reimbursable detail and it's
3 my understanding that it is based on an
4 availability.

5 So if the police is not available to
6 provide it, if you request it and they are not
7 available, then you can't charge someone for not
8 having a reimbursable detail if the police is not
9 available.

10 MR. ADAMS: Mr. Chairman, I can
11 proffer that or the testimony is -- the testimony
12 will demonstrate it's not the issue of
13 availability. The reason that they are -- the
14 suspensions were made were specifically, as I
15 stated earlier, for lack of timely payment.

16 CHAIRPERSON ANDERSON: No, I'm just
17 saying because -- I just brought it up, because
18 as I said, I know that when we talk about
19 reimbursable detail, it is -- it has to be if the
20 police are available to -- as long as you make
21 the request. But if they are not available for -
22 - if there is an emergency in the city and they

1 are not available, then they are not. So I just
2 want to make sure.

3 Mr. Farmer, do you wish to make an
4 opening statement or are you -- or do you -- will
5 you defer?

6 MR. FARMER: Just a brief opening
7 statement.

8 CHAIRPERSON ANDERSON: Okay.

9 MR. FARMER: After the testimony of
10 the various witnesses, I --

11 CHAIRPERSON ANDERSON: You have to
12 speak up, sir.

13 MR. FARMER: After the testimony of
14 the various witnesses, I'll make a more -- a
15 complete statement.

16 I would only ask that the Board keep
17 in mind that there is -- that the applicant can
18 and will show that there is no intention not to
19 comply with the Board's Order.

20 I think the Chairman has raised a good
21 point, his jeopardy in this incident seems to me
22 to be a little excessive, but there have been

1 times where he has suspended -- suspended for
2 non-payment.

3 We will talk about and discuss
4 situations where the system doesn't really quite
5 work and it's really somewhat difficult to
6 maneuver him in terms of the billings and receipt
7 of the invoices and also in terms of what would
8 be viewed as timely payment.

9 But again, the main point is there is
10 no intention here of avoiding or otherwise
11 negating the Board's original order.

12 CHAIRPERSON ANDERSON: All right.
13 Does the Government wish to call its first
14 witness?

15 MR. ADAMS: It does, Mr. Chairman.
16 The District intends to call Ms. Felicia
17 Dantzler, Investigator Felicia Dantzler.

18 CHAIRPERSON ANDERSON: Ms. Dantzler,
19 can you raise your right hand?
20 Whereupon,

21 INVESTIGATOR FELICIA DANTZLER
22 was called as a witness by Counsel for the

1 Complainant, and having been first duly sworn,
2 assumed the witness stand and was examined and
3 testified as follows:

4 INVESTIGATOR DANTZLER: I affirm.

5 CHAIRPERSON ANDERSON: All right.

6 Thank you. Your witness.

7 MR. ADAMS: Thank you, Mr. Chairman.

8 DIRECT EXAMINATION

9 BY MR. ADAMS:

10 Q Ms. Dantzler, could you state your
11 name and spell it for the record?

12 A Yes, Felicia Dantzler. F like Frank
13 E-L-I-C-I-A Dantzler, D like David A-N-T-Z like
14 zebra L-E-R.

15 Q All right. And, Ms. Dantzler, you
16 work for the District of Columbia Government?

17 A Yes.

18 Q And that's with the Alcoholic Beverage
19 Regulation Administration?

20 A Yes.

21 Q And your position with the Alcoholic
22 Beverage Regulation Administration is as an

1 Investigator, correct?

2 A Yes.

3 Q And the Alcoholic Beverage Regulation
4 Administration is also known as ABRA?

5 A Correct, right.

6 Q How long have you been an Investigator
7 with ABRA?

8 A For 11 years.

9 Q Okay. And during your course of 11
10 years, can you briefly describe your position?

11 A Yes. I enforce the Alcohol
12 Regulations for the District of Columbia as well
13 as conduct regulatory inspections.

14 Q Okay. And when you say you enforce
15 the law, what do you mean there that you do as
16 part of your position?

17 A I enforce Title 25 Regulations as well
18 as Title 23 of the Regulations.

19 Q Okay. And were you working in January
20 of 2018, Ms. Dantzler?

21 A Yes.

22 Q And during that time -- are you

1 familiar with an establishment named as Green
2 Island Café/Heaven & Hell?

3 A Yes.

4 Q And during January 2018, did you have
5 occasion to be present at that establishment?

6 A Yes.

7 Q Okay. Now, turning to the time period
8 of, doing this chronologically, January 12, 2018,
9 are you aware of any communications regarding
10 this establishment?

11 A Yes.

12 Q And can you tell us what you are aware
13 of in terms of January 12, 2018?

14 A Yes. My former supervisor, Keith
15 Gethers, instructed me to visit Green Island
16 Café/Heaven & Hell as relates to a complaint.

17 Q Okay.

18 A That the establishment did not have
19 the RDO, reimbursable detail officers, working.

20 Q And he gave you -- he provided you
21 instructions. Is that correct?

22 A Yes. To the degree that he stated

1 that the Board had placed an order, a Board Order
2 in place that the establishment is to have
3 reimbursable detail officers working between
4 Thursday and Sundays of each week.

5 Q As part of the investigation, can you
6 tell us whether you reviewed any Board Orders
7 regarding this establishment?

8 A Yes, I did.

9 Q And what did you review?

10 A Just that I was able to locate the
11 Board Order here and it did state that the
12 establishment is to have reimbursable detail
13 officers between Thursday and Sunday during the
14 operation for at least four hours.

15 And one of those hours had to be at
16 least -- one of the hours of working had to come
17 within one hour after they closed.

18 Q Okay. And in terms of January 12,
19 2018, do you know or happen to remember what day
20 that was? Was that a Friday, Saturday or Sunday?

21 A I would need to look at the report for
22 the exact day.

1 Q Okay. Do you remember what date the--
2 okay. So after you received the request from the
3 Supervisory Investigator Gethers, what did you
4 do?

5 A I did my normal course of duties for
6 that night. Then, I believe it was a Saturday
7 night for a Sunday morning, around 2:30 in the
8 morning is when I visited the establishment.

9 Q Okay. And you say that you visited
10 the establishment. So do you happen to remember
11 approximately what time you visited the
12 establishment?

13 A Around 2:30 in the morning.

14 Q And when you visited the
15 establishment, what did you observe?

16 A The establishment was open and
17 operating. There were patrons coming in and out
18 of the front entrance. There was a security
19 guard that was posted on the sidewalk. I noticed
20 a marked police car parked across the street from
21 the establishment. And I approached the police
22 car and asked the two officers sitting inside if

1 they were the reimbursable detail officers
2 working for Heaven & Hell.

3 Q And what did they tell you?

4 A They stated no.

5 Q All right. And did they -- was there
6 anything else that you said during this
7 conversation?

8 A There was nothing else that I stated,
9 but one of the officers volunteered to state that
10 on Friday the establishment, I believe that was
11 the 12th, did not have the reimbursable detail
12 officers working.

13 Q All right. And so was that the end of
14 this conversation?

15 A With the officers, yes.

16 Q Okay. So after you spoke with the
17 officers -- and you said they were across the
18 street from the establishment?

19 A Yes.

20 Q What did you do, at that point?

21 A From that point, I then went to the --
22 walked across the street to the establishment and

1 I saw Mr. Mehari, the owner, standing in the
2 doorway.

3 Q And before you -- and as you saw Mr.
4 Mehari, did you observe any other officers there
5 in the vicinity?

6 A No.

7 Q Okay. So then you saw Mr. Mehari,
8 what happened then?

9 A I recognized Mr. Mehari because he and
10 I have had several interactions. I explained to
11 Mr. Mehari the reason why I was there, which was
12 to see if there were any reimbursable detail
13 officers working, at which time he replied no, he
14 didn't have any working that night. He also told
15 me that there was some sort of discrepancy with
16 his payment with MPD, which is why he didn't have
17 the officers there.

18 Q All right. And was there any other
19 conversation with Mr. Mehari that day?

20 A Yes, Mr. Mehari also admitted that the
21 reimbursable detail officers didn't work on
22 Friday night and they weren't -- and they will

1 not be working on Sunday night either.

2 Q Okay. Now, was that the extent of
3 your visit?

4 A Yes.

5 Q All right. And later on after this
6 visit, what did you do after you visited on
7 January 14?

8 A I just left the area.

9 Q Okay. Now, during the month of
10 January, did you have another occasion to be at
11 this establishment?

12 A Yes.

13 Q And do you happen to remember what was
14 -- do you happen to remember when that was?

15 A January the 28th.

16 Q And what were the circumstances of
17 your visit?

18 A Former ABRA Supervisory Investigator
19 Keith Gethers stated that a complaint came into
20 ABRA as it relates to Green Island Café/Heaven &
21 Hell did not have reimbursable detail officers
22 working.

1 Q Okay. And what did you do after you--
2 and what other information did you have, at that
3 time?

4 A Well, I knew that a Board Order was
5 still active as it relates to the reimbursable
6 detail officers, so I knew that as I went to the
7 establishment.

8 Q So when did you go to the
9 establishment?

10 A That was a Saturday night for early
11 Sunday morning on the 28th, I believe it was.

12 Q Okay. And what did you observe upon
13 your visit on the 28th?

14 A On that night, I arrived around 1:00
15 in the morning. The establishment was open and
16 operating. I saw Mr. Mehari again. I spoke with
17 him and told him the reason why I was there,
18 which was to see if he had the reimbursable
19 detail officers working.

20 Q And in terms of reimbursable detail
21 officers, what did you observe?

22 A There were no officers in front of the

1 establishment or I didn't see any in the
2 immediate area.

3 Q Okay. And you say again you spoke
4 with Mr. Mehari. Can you describe or recite that
5 conversation?

6 A Yes. Once again, I explained to Mr.
7 Mehari the reason for the visit. And Mr. Mehari
8 stated that the officers weren't working and he
9 reminded me again that he did make payment, but--
10 to MPD for the officers, but there was some sort
11 of confusion as it relates to his payment.

12 Q Okay. And did you receive any other
13 information from Mr. Mehari on that day?

14 A Not that I recall.

15 Q For that weekend, did you have any --
16 do you remember whether you had any other
17 interactions with the police department or ABRA
18 staff regarding reimbursable detail staffing?

19 A Yes. I know in the beginning of the
20 week, the weekend -- well, the end of the week on
21 Friday, Supervisory Investigator Keith Gethers
22 actually gave an assignment to one of my peers,

1 Donnell Butler, who is also an Investigator, to
2 go by the establishment to determine if they were
3 in compliance with the Board Order of having the
4 reimbursable detail officers.

5 Q And did you have a chance to speak
6 with Mr. Butler?

7 A Yes. Investigator Butler told me he
8 was given the assignment on Friday. I believe it
9 was Friday, January the 26th and 27th. I would
10 need to look at my report for the exact date. So
11 Friday he went there and met with Mr. Mehari and
12 explained to Mr. Mehari the reason why he was
13 there, which was to see if he was in compliance
14 with the Board Order.

15 Q Okay.

16 MR. ADAMS: Mr. Chairman, I am going--
17 the Board's indulgence. I believe I have already
18 provided copies of the investigative reports to
19 Mr. Farmer. However, I'm going to mark for
20 identification purposes the reports for -- I'm
21 going to mark for -- since again we are dealing
22 with the two separate cases, the case reports as

1 Government Exhibit 101 for the Case 18-CMP-00049.
2 I'm going to mark the exhibit as -- or the
3 document as Government's Exhibit 101.

4 And also for Case 18-CMP-00050, I also
5 will have a separate document marked 101-2, for
6 the Board's liking.

7 CHAIRPERSON ANDERSON: That's fine.

8 (Whereupon, the above-
9 referred to document was
10 marked as Complainant
11 Exhibit No. 101 for
12 identification.)

13 MR. ADAMS: I want to approach the
14 witness?

15 CHAIRPERSON ANDERSON: Sure.

16 BY MR. ADAMS:

17 Q Ms. Dantzler, I have provided you with
18 two documents. At the time of -- one of those
19 documents is the number 18-CMP-50. Are you
20 familiar with this document?

21 A Yes.

22 Q And what is this document?

1 A This is my case report.

2 Q Case report for what?

3 A For Green Island Café/Heaven & Hell
4 for being in violation of their Board Order.

5 Q And how do you recognize this
6 document?

7 A I recognize it because my name is on
8 it and I also signed the report.

9 Q All right. So as far as just dealing
10 with this document, 18-CMP-00050, for this case
11 report, what time period does this -- or what
12 does this relate to? What does this case report
13 relate to?

14 A This report is related to my
15 observations on Sunday, January 14th of 2018.

16 Q Okay. And as part of this, I noticed
17 that there is also -- you have a case report, but
18 there is also exhibits attached to that. Is that
19 correct?

20 A Yes.

21 Q Now, this case for -- for this report
22 there is one exhibit. Is that correct?

1 A Yes.

2 Q And what exhibit is that?

3 A This is the settlement agreement
4 entered into with Green Island Café/Heaven &
5 Hell.

6 Q And specifically, is this a Board
7 Order that was issued by the Board?

8 A Yes.

9 Q All right. Now, turning to 18 -- the
10 document again marked for identification purposes
11 as Government Exhibit 101, at the top of page are
12 the number 18-CMP-00049. Do you recognize that
13 document, Ms. Dantzler?

14 A Yes.

15 Q And how do you recognize that
16 document?

17 A I recognize it as my case report. It
18 has my name on it and as well as my signature.

19 Q And what's the -- in terms of the
20 complaint here, what's the time period of --
21 what's the time period that is covered by this
22 document?

1 A January 25, 2018 through January the
2 28th of 2018.

3 Q And again with this document there are
4 exhibits. And I think it's Exhibit 1 is again
5 the same Board Order that was in the prior
6 document. Is that correct?

7 A Correct.

8 Q All right. Now, I also notice that
9 there are -- you have Exhibits 2, 3, 4 and 5. Is
10 that correct?

11 A Yes.

12 Q And what are those documents?

13 A These are copies of PD-251 reports
14 generated by police officers.

15 (Whereupon, the above-
16 referred to documents were
17 marked as Complainant
18 Exhibit No. 2, 3, 4 and 5
19 for identification.)

20 BY MR. ADAMS:

21 Q All right. And just in terms of the
22 two documents that we are talking about, first of

1 all for the case report for Case No. 18-CMP-
2 00050, is that a true and accurate representation
3 of the case report that you prepared?

4 A Yes.

5 Q And for Case No. 18-CMP-00049, is that
6 also a true and accurate representation of the
7 case report that you prepared?

8 A Yes.

9 Q All right. Now again, you spoke
10 regarding the -- I apologize. You talked about
11 the time period for the Case Report 0050, that
12 was the period of January 12th to the 14th and that
13 was the time you were first there, correct?

14 A Yes.

15 Q All right. Now, the second visit is
16 covered by 00 -- Case Report 18-CMP-00049,
17 correct?

18 A Yes.

19 Q All right. Now, you stated that you
20 received these -- you included these PD-251s.
21 How did you receive these 251s?

22 A Through my supervisor or some times

1 the Investigators will go by one of the police
2 stations and pick up a copy.

3 Q Okay. And why were these 251s
4 included as part of your report?

5 A Either I had to pick up the police
6 report or my supervisor provided copies of the
7 PD-251 reports, sir.

8 Q And in general, what was the substance
9 of these reports? I mean, what was covered by
10 the police department in these reports?

11 A The 251s documented the police
12 officers' observations on four separate occasions
13 whereas Green Island Café/Heaven & Hell did not
14 have the reimbursable detail officers working.

15 Q All right. So just again, more or
16 less in terms of -- so for each of these reports,
17 I guess let's speak to them by number.

18 Exhibit 2 is CCN No. 1a013558. What
19 date is that for?

20 A A quick indulgence.

21 Q I'm sorry, take your time.

22 A Okay. What was the question again,

1 counsel?

2 Q Sure. For Exhibit 2, what date was
3 this for in terms of the police report? Oh,
4 actually, let me do this.

5 When -- according to the -- there is
6 a page, that first page for Exhibit 2, when was
7 that signed?

8 A It was signed January 25, 2018.

9 Q Okay. And all right, and so according
10 -- you said that you were there on the 28th?

11 A Yes.

12 Q And the 28th was a Sunday, so the 25th
13 was Thursday?

14 A Yes. The 25th is a Thursday.

15 Q Okay. And so for the other reports,
16 I guess Exhibit 3, that's for Friday, correct?

17 A Correct.

18 Q And Exhibit 4 covered Saturday?

19 A Correct.

20 Q And Exhibit 5 covers Sunday, correct?

21 A Correct.

22 Q So essentially for these, these are

1 observations by -- what are -- so what is each of
2 these as MPD observed them?

3 A That the establishment Green Island
4 Café/Heaven & Hell did not have the RDO officers
5 working on that date, on those nights.

6 Q Okay.

7 MR. ADAMS: I have no further
8 questions for Investigator Dantzler. Oh,
9 actually, before I close that, I wanted to move
10 into evidence for Case No. -- Government's --
11 what is marked as the District Exhibit No. 101
12 for Case No. 18-CMP-00049 and again Government's
13 Exhibit 101 for 18-CMP-00050.

14 CHAIRPERSON ANDERSON: Mr. Farmer?

15 MR. FARMER: Yes, first --

16 CHAIRPERSON ANDERSON: No, no, do you
17 have any objection to the Government introducing
18 this document in evidence?

19 MR. FARMER: I do not.

20 CHAIRPERSON ANDERSON: I do have an
21 objection. And I need you to Mr. -- this
22 document needs to be redacted prior to being

1 introduced into evidence. It is on -- in Exhibit
2 2. There is personal information that is in the
3 -- I don't know why this document is in the
4 record, but before I'm going to allow it in the
5 document, it needs to be redacted.

6 You need to look closely, the
7 licensee's Social Security Number is in this
8 document. And I'm not sure why it is there, but
9 if I'm going to -- so I need that document to be
10 redacted and I need it to -- before I'm going to
11 allow -- before I make it a part of the public
12 record.

13 MR. ADAMS: All right. Understood.
14 Mr. Chairman, so can -- I believe that there is--
15 so in terms of redaction, can -- after the
16 hearing is -- at least the evidentiary portion of
17 the hearing, can -- the District would like to
18 move to be able to provide redacted copies of all
19 exhibits.

20 CHAIRPERSON ANDERSON: Right. And I
21 will just say moving forward, I think that this
22 is part of -- it appears that this is part of the

1 Agency's information. There is personal
2 identifiable information in these documents. And
3 I would hope that ABRA in providing these reports
4 to the public, I don't know if this information
5 is available to the public, but just in reviewing
6 this document, I see Social Security Numbers in
7 this documents.

8 And I think that at least ABRA -- when
9 we generate these reports, if we are going to
10 include documents, we should ensure that we are--
11 the identity of the -- based on what is going on
12 in our society today, that we do not provide
13 someone's Social Security Number to the general
14 public. All right.

15 MR. FARMER: Mr. Chairman?

16 CHAIRPERSON ANDERSON: Yes, Mr.
17 Farmer?

18 MR. FARMER: Mr. Adams referred to a
19 document it's PD-251.

20 CHAIRPERSON ANDERSON: I think that's
21 part of -- it appears that is part of Exhibit 2,
22 I think, if I'm correct.

1 MR. FARMER: Is that a separate
2 document or is that --

3 CHAIRPERSON ANDERSON: It appears that
4 Exhibit 2 or this page 2 through 6 are -- so
5 Exhibit 2, if I heard correctly, it's -- there is
6 -- that's a six page document. Then Exhibit 3 is
7 another six page document. So there are two six
8 -- yeah.

9 MR. FARMER: Those documents have to
10 be all referred to as PD-251s as a generic name
11 or --

12 CHAIRPERSON ANDERSON: I think that is
13 what I'm -- I think that is what was provided.

14 MR. FARMER: All right.

15 MR. ADAMS: Yes, Mr. Chairman. Just
16 explain for our purposes is that for --
17 essentially the exhibits, I think specifically we
18 are talking about the Exhibit 101 for Case 18-
19 CMP-00049, there are -- Investigator Dantzler
20 included exhibits to her report. And within
21 those exhibits were again PD-251s, which I
22 believe she testified were reports created by the

1 police department and that she included as part
2 of her case report and, thus, is -- the
3 Government is stating is included as part of
4 Exhibit 101 for that Case No. 00049.

5 MR. FARMER: I'm just a little
6 confused. The copy that you gave me of Exhibit
7 101 has one -- which has one exhibit.

8 MR. ADAMS: I believe you are looking
9 at, if I may -- the Board's indulgence.

10 I believe that Mr. Farmer is looking
11 at the wrong exhibit. There is --

12 CHAIRPERSON ANDERSON: We are doing
13 both cases, so we are doing --

14 MR. FARMER: Well, I understand, but--

15 CHAIRPERSON ANDERSON: -- 49 and 50.
16 One document has one exhibit and the other one
17 has more than one. So which case are you looking
18 at?

19 MR. FARMER: Well, the first one I'm
20 looking at is what is marked as Government's
21 Exhibit 101.

22 CHAIRPERSON ANDERSON: And what's the

1 case number?

2 MR. FARMER: It is 0050.

3 CHAIRPERSON ANDERSON: Well, we are
4 talking about 49, 0049. So look at 0049.

5 MR. FARMER: No, I understand. I've
6 got that one.

7 CHAIRPERSON ANDERSON: Look at 0049
8 and see how many documents in 0049. So 0049 is a
9 document that she was testifying to and that has
10 more documents. So that's the document that the
11 Government asked to be moved into --

12 MR. FARMER: Right.

13 CHAIRPERSON ANDERSON: -- he had asked
14 that both documents be moved, but in reviewing
15 0049, that's the one that I saw that there was
16 personal identifiable information. So that's the
17 one I had asked the Government to redact prior to
18 making it a part of the record.

19 MR. FARMER: I understand. And I have
20 four exhibits to 49.

21 CHAIRPERSON ANDERSON: Right.

22 MR. FARMER: And my query was as to

1 Exhibit 101.

2 CHAIRPERSON ANDERSON: It was in -- we
3 are all talking about the exhibits to -- because
4 they are the same exhibits, they are the same
5 number, but remember we are dealing with two
6 different cases.

7 MR. FARMER: I understand.

8 CHAIRPERSON ANDERSON: So that's why
9 I'm referring you to go back to 18-CMP-00049.

10 MR. FARMER: Right.

11 CHAIRPERSON ANDERSON: That's the case
12 that we are talking about that has all the
13 multiple documents.

14 MR. FARMER: And what would be deemed
15 to be a 251 only appears in --

16 CHAIRPERSON ANDERSON: 49.

17 MR. FARMER: -- 49.

18 CHAIRPERSON ANDERSON: Yes.

19 MR. FARMER: Okay.

20 CHAIRPERSON ANDERSON: All right. I'm
21 on top of it.

22 MR. FARMER: All right.

1 CHAIRPERSON ANDERSON: All right. So
2 is that the only clarification on the record that
3 you were -- are you --

4 MR. FARMER: Yes.

5 CHAIRPERSON ANDERSON: -- ready to
6 ask, cross-examine?

7 MR. FARMER: Yes.

8 CHAIRPERSON ANDERSON: All right. Go
9 head.

10 CROSS-EXAMINATION

11 BY MR. FARMER:

12 Q Ms. Dantzler, looking at Government
13 Exhibit 101 --

14 A Yes, sir.

15 Q -- which is the investigative report,
16 you have a reference in there to -- where
17 Inspector Gethers said the Agency received a
18 complaint that day. Do you know who that
19 complaint came from or where that complaint was
20 generated?

21 A No, sir.

22 Q Okay. Investigator Dantzler, do you

1 know of other RDO detail assignments on 18th
2 Street address in near proximity to Heaven &
3 Hell?

4 A No, I don't.

5 Q On the night in question referred to
6 in Exhibit 101, you didn't visit any other RDO
7 establishments?

8 A That's correct.

9 Q On the night of your visit, did you
10 have any problems, did you observe any other
11 problems, ABC, ABRA violations --

12 A As --

13 Q -- at the establishment?

14 A -- no.

15 Q Okay. Did Mr. Woldemariam tell you
16 that he was actually suspended from the program
17 on that particular night?

18 A No.

19 Q Turning to Government's Exhibit No. 2,
20 that would be 102, how it is marked, again, there
21 is a reference to a complaint. Do you know what
22 the source of that complaint was?

1 A The source of that complaint was from
2 the first report, from Thursday, PD-251 police
3 report, that one came in as a police report.

4 Q Again referring to the Exhibit No. 2,
5 in the conversation that you had with Mr.
6 Woldemariam, did he give you any indication of
7 what the status of pending payments for the RDO
8 were at that particular time?

9 A Not the status. He was just very
10 adamant that he made payment and it was some sort
11 of confusion about the payments that he provided.

12 Q Okay. Did he show you any additional
13 papers regarding the payments made at that
14 particular time?

15 A I don't recall him showing me.

16 Q Like canceled checks or invoices?

17 A Oh, no, sir, nothing like that.

18 Q Did Mr. Woldemariam discuss his
19 closing hours at that particular visit?

20 A No, sir.

21 Q Did he discuss closing hours for
22 Thursday and Sunday nights on that particular

1 visit?

2 A No, sir.

3 Q Okay. Thank you.

4 MR. FARMER: No further questions.

5 CHAIRPERSON ANDERSON: Any questions
6 by any Board Members?

7 Hearing none, thank you very much, Ms.
8 Dantzler, for your testimony.

9 MS. DANTZLER: Thank you.

10 CHAIRPERSON ANDERSON: You can step
11 down.

12 (Whereupon, witness was excused.)

13 MR. ADAMS: Thank you.

14 CHAIRPERSON ANDERSON: Do you have any
15 other witnesses, Mr. Adams?

16 MR. ADAMS: Yes, Mr. Chairman. The
17 District has another witness, Brenda Smith.

18 CHAIRPERSON ANDERSON: Ms. Smith,
19 raise your right hand, please.

20 Whereupon,

21 BRENDA SMITH

22 was called as a witness by Counsel for the

1 Complainant, and having been first duly sworn,
2 assumed the witness stand and was examined and
3 testified as follows:

4 MS. SMITH: I affirm.

5 CHAIRPERSON ANDERSON: Your witness,
6 sir.

7 MR. ADAMS: Okay. Thank you very
8 much.

9 DIRECT EXAMINATION

10 BY MR. ADAMS:

11 Q Good morning, Ms. Smith.

12 A Good morning.

13 Q Ms. Smith, you are employed by the
14 District of Columbia Government?

15 A Yes, I am.

16 Q And you work with the -- so you are
17 employed by specifically the Metropolitan Police
18 Department?

19 A Correct.

20 Q And what is your position within the
21 Metropolitan Police Department?

22 A I'm a Reimbursable Detail Coordinator.

1 Q All right. And what does that mean?
2 What does that entail?

3 A I am the middle person between the
4 establishments and the MPD District Offices. The
5 establishments contact me when they would like to
6 receive RDO services and then I submit their
7 request to the appropriate District Office.

8 Q And as part of your position, are you
9 aware at times of establishments that are
10 required to procure reimbursable detail?

11 A Yes, I am.

12 Q Okay. And does that change the
13 process of your duties in any way, shape or form?

14 A It does. I go according to the
15 mandate and I set up the detail services
16 according to the agreement.

17 Q And so I want to ask you some
18 questions about some general rules for
19 reimbursable detail.

20 How are -- what are some of the
21 general rules that apply to the establishment for
22 reimbursable details for all the reimbursables?

1 A In general or mandated?

2 Q In general.

3 A Okay. Well, there is a long process.

4 So the establishment will request the detail for
5 specific dates. I then in turn create a report
6 that is shared between OCFO's office, payroll and
7 the District. It's submitted to those offices,
8 which has the date, the number of officers and
9 the cost of the hours.

10 The OCFO holds that information in
11 their system. Payroll, once the officers work
12 the detail, they submit their time into a payroll
13 system and that system then goes into another
14 payroll system and then that information,
15 according to the overtime code, gets -- goes over
16 to the OCFO's office and gets generated into an
17 invoice.

18 In terms of now -- and let's just say
19 an establishment has like an occasion where they
20 ask for reimbursable detail, when are they
21 required to pay?

22 A Usually invoices are generated every

1 two weeks, so they have -- once it is generated,
2 they have 30 days to pay.

3 Q So every two weeks invoices are
4 generated and once that invoice is generated,
5 it's 30 days to pay, correct?

6 A Correct.

7 Q All right. So essentially if like --
8 let's say for an establishment that is mandated
9 to have a reimbursable detail every week, first
10 of all, how is that setup?

11 A It's setup as I said earlier, the
12 report is sent out. The officers go to the
13 establishment. They work. When they are
14 finished, they submit their overtime sheets to
15 the payroll clerk. The payroll clerk will enter
16 the information into the system. It generates
17 the invoice. The invoice goes -- it's
18 electronically through email sent to the
19 establishment. And that's generally done every
20 two weeks. The invoice goes to the
21 establishment. They pay the invoice.

22 Q Now, I apologize. I shouldn't have

1 cut you off. What was the last part did you say?
2 Every two weeks?

3 A Every two weeks.

4 Q Okay. So first, I apologize I'm going
5 to step back for a second.

6 How long have you been in this
7 position on creating the reimbursable detail?

8 A A little over two years.

9 Q And is it for -- do you handle certain
10 Districts or is this statewide?

11 A The entire District.

12 Q And essentially how many --
13 approximately, how many, I guess, regular details
14 are you managing?

15 A Now about 35.

16 Q And back in December 2017, January
17 2018, how many?

18 A About 42.

19 Q About 42?

20 A Yes.

21 Q So you have less work now?

22 A (No audible answer.)

1 Q Good. So I guess specifically in
2 terms of the requirements for an establishment,
3 do they have to sign an agreement?

4 A Yes, they do.

5 Q All right. And do you provide an
6 agreement?

7 A Yes, that's the first thing I do when
8 I find out they want the desire to have RDO
9 services is that I send them an agreement. And
10 then I send them like a cheat sheet which is an
11 abbreviated version of the agreement. It has the
12 short version of how the invoice is processed.
13 And it also has the dollar amount of the
14 services, which includes the ABRA subsidy rate
15 and the non-subsidy rate.

16 Q All right. So when you said that you
17 have a -- you stated you have a shortened version
18 agreement. Is that fair to say what you provide?

19 A Yes.

20 Q All right. And so what is in that
21 shortened version agreement?

22 A It just says that -- gives directions

1 on when they want to auto detail or to delete a
2 detail to contact me, my email address. It talks
3 about when there is an issue with their invoice
4 that they can contact the OCFO's Office. It
5 tells them about officers have to submit their
6 time and that's how invoices are generated.

7 Basically, what I just testified to.

8 Q Okay. So specifically, in terms of
9 this snapshot, does it -- well, first of all,
10 does the agreement itself discuss when payments
11 are due?

12 A It does.

13 Q And it essentially states that -- this
14 is based upon an invoice. Is that correct?

15 A Yes, it does.

16 Q Okay. And the payment has to be dealt
17 with in that time period?

18 A Yes.

19 Q All right. And does it also -- does
20 your -- does the representation of your summary,
21 does it tell the establishment what happens if
22 they don't make the timely payments?

1 A I don't believe it does.

2 Q Okay.

3 MR. ADAMS: Actually, I'm going to
4 mark for identification purposes what would be
5 marked as District's Exhibit 102 for both cases.
6 The Board's indulgence. And before I do that,
7 let me ask a couple questions.

8 BY MR. ADAMS:

9 Q In terms of your -- the people of the
10 establishments that are provided with a
11 reimbursable detail, are you familiar with the
12 name of Green Island Café/Heaven & Hell?

13 A Yes, I am.

14 Q And how are you familiar with them?

15 A They are one of my clients MPD.

16 Q What do you mean by clients?

17 A Well, they are one of my
18 establishments that I work with.

19 Q Okay. Very well. And so do you
20 remember approximately when you started working
21 with that establishment?

22 A In 2017, I believe it was. I don't

1 recall the month.

2 Q Okay.

3 MR. ADAMS: And I'm going to provide
4 to -- I already provided to Mr. Farmer, this is--
5 what is identified as Government's Exhibit 102.
6 And I would like to approach the witness and if
7 the Board wants, I can provide a copy of the
8 documents.

9 CHAIRPERSON ANDERSON: Yes, I would
10 like to see the documents. You can approach.

11 MR. ADAMS: Thank you very much.

12 THE WITNESS: Thank you.

13 MR. ADAMS: You're welcome.

14 (Whereupon, the above-
15 referred to document was
16 marked as Complainant
17 Exhibit No. 102 for
18 identification.)

19 BY MR. ADAMS:

20 Q Ms. Smith, I have provided to you what
21 is marked for identification purposes as the
22 District's exhibit 102. Do you recognize that

1 document?

2 A Yes, I do.

3 Q And how do you recognize this
4 document?

5 A This is an email that came from me
6 that I sent to Mr. Mehari on August 18, 2017.

7 Q All right. And in terms of this
8 email, what does it include?

9 A It's an introduction. It's stating
10 that I'm the RDO coordinator and that the Board
11 has mandated Heaven & Hell to have RDO services.
12 It lists the attachments that I have included,
13 which is the ABC agreement, the snapshot of the
14 agreement and the ABRA extended holiday calendar.

15 Q And so when you are talking about a
16 snapshot in your earlier testimony, is this what
17 you are referring to, I guess turning to the
18 second page of this exhibit, what is marked as
19 Exhibit 102? Is that what you are referring to?

20 A Yes, it is.

21 Q All right. Now, is this a true and
22 accurate representation that you know that was

1 sent to the establishment?

2 A Yes, it is.

3 Q And when you said the establishment,
4 who did you send this to?

5 A It was sent to Mr. Mehari. Also, I
6 sent it to Commander Emerman. At the time, my
7 supervisor, Sergeant Laberfisch.

8 Q Thank you. But just in terms of --
9 let me ask you this question.

10 Did you send it to the establishment?

11 A Yes, I did.

12 Q And who from the establishment did you
13 believe you were sending it to?

14 A Mr. Mehari.

15 Q And who do you know Mr. Mehari to be?

16 A The owner of Green Island Café/Heaven
17 & Hell.

18 Q All right. And why were you sending
19 it?

20 A Because I was informed by 3D that he
21 was mandated to have RDO services.

22 Q All right. Now, we already talked

1 about the snapshot on the second page.

2 A Yes.

3 Q Now, unfortunately, it looks like you
4 only have the odd pages, but, in general, is this
5 the Reimbursable Program Agreement?

6 A Yes, it is.

7 Q All right. Except for the even pages
8 are missing? Is that correct?

9 A Yes.

10 Q All right. But you have the holiday
11 schedules?

12 A Yes.

13 Q All right. So with the exception of
14 the pages missing from, I guess, this draft
15 agreement, pages 2, 5 and pages 4 and 5, is this
16 -- does this represent a representation of ABRA's
17 program agreement of what you provided to Mr.
18 Woldemariam?

19 A Yes, it does.

20 Q All right.

21 MR. ADAMS: I would like to move what
22 was marked as District's Exhibit 102 into

1 evidence.

2 CHAIRPERSON ANDERSON: Mr. Farmer?

3 MR. FARMER: Yeah, I have an
4 objection, because I haven't seen the other two
5 pages. I'm kind of at a loss as to how I'm going
6 to --

7 MR. ADAMS: I can --

8 CHAIRPERSON ANDERSON: What other two
9 pages? I don't know what two pages are you
10 talking about?

11 MR. FARMER: I mean of the page marked
12 in the snapshot, every other page is missing. I
13 believe is what you said.

14 MR. ADAMS: I think what we said is
15 that for -- on page 3, well, it's not on page 3,
16 it's ABC Reimbursable Program Agreement and that
17 they only have the odd pages for this form. I
18 guess this sample agreement.

19 CHAIRPERSON ANDERSON: So this is not
20 the actual agreement? This is just what the form
21 looks like? That's what it is, just this is not
22 his actual agreement? This is just being

1 submitted to say this is the form that -- a copy
2 of the form that was provided?

3 MR. ADAMS: That's correct.

4 CHAIRPERSON ANDERSON: And yes the
5 nature of your objections again?

6 MR. FARMER: I'm asked to respond to
7 an incomplete agreement. I don't -- I'm not sure
8 what --

9 CHAIRPERSON ANDERSON: This is not
10 the --

11 MR. ADAMS: Yes, Mr. Chairman. This
12 isn't the actual agreement. This is more or less
13 what we are trying to establish that this is a
14 form and it lists certain, I guess, required
15 relevant parts on here, but this is more or less,
16 I believe as Ms. Smith testified to, provided to
17 all those who seek to -- in terms of -- it's not
18 the agreement itself.

19 MR. FARMER: Let me clarify my
20 question. Was this document which is now cleared
21 a Control Services Bureau, Metropolitan Police
22 Department, ABC Establishment Reimbursable

1 Program Agreement is one, not part of the
2 snapshot, correct?

3 MR. ADAMS: That is correct. It's not
4 a part of the snapshot.

5 MR. FARMER: Okay. And this same
6 document which is entitled "Agreement," is not
7 the actual agreement?

8 MR. ADAMS: No, it's a draft.

9 MR. FARMER: Then I'm going to
10 maintain my objection as to I don't know what the
11 purpose of this particular document is, because
12 it's not -- I mean, it's unsigned. I don't know.

13 MR. ADAMS: I can ask a couple of
14 questions to clarify.

15 CHAIRPERSON ANDERSON: What's the
16 purpose of submitting this document?

17 MR. ADAMS: The purpose of submitting
18 this document is to speak to what requirements
19 that all establishments are made aware of as part
20 of their obligation for the Reimbursable Detail
21 Program.

22 CHAIRPERSON ANDERSON: Mr. Adams, did

1 this establishment sign an actual agreement?

2 MR. ADAMS: It's signed.

3 CHAIRPERSON ANDERSON: Why did we not
4 submit the actual agreement? Why do we have an
5 agreement -- why do we have -- and I am inclined
6 to sustain the objection, since this is not the
7 actual agreement that the licensee signed. And
8 the problem with it is this is not -- not all the
9 pages are --

10 MR. ADAMS: I understand.

11 CHAIRPERSON ANDERSON: -- in here.

12 MR. ADAMS: I'll withdraw this.

13 CHAIRPERSON ANDERSON: All right.

14 MR. ADAMS: I'll withdraw my motion.

15 CHAIRPERSON ANDERSON: Okay. All
16 right.

17 MR. ADAMS: All right.

18 BY MR. ADAMS:

19 Q In terms of -- I'll take that
20 document. In terms of -- a part of the beginning
21 of these relates that you did provide us
22 snapshots.

1 Do you provide the establishments with
2 an idea of what occurs if they become delinquent
3 with their payments?

4 A No, not in the snapshots.

5 Q Actually, are you certain that you
6 don't provide any information?

7 A I'm sorry, would you repeat?

8 Q Are you certain that you don't provide
9 any information?

10 A Not in the very beginning, no. I
11 don't believe so.

12 Q You are certain?

13 A Yes.

14 Q All right. Moving on. All right. So
15 getting to the matter at hand, you are aware that
16 -- now, you stated that Green Island Café/Heaven
17 & Hell were a part of the Reimbursable Detail
18 Program, correct?

19 A Yes.

20 Q All right. And to your recollection--
21 now, again, going to the period of January of
22 2018, to your recollection, do you remember at

1 any times if the establishment was suspended?

2 A Yes, they were suspended in January.

3 Q For the whole entire month or for
4 portions of the month?

5 A They were suspended, I believe, twice
6 in January.

7 Q Okay. And do you happen to remember
8 when you suspended them?

9 A I believe they were suspended -- may
10 I look at my notes?

11 Q No, you may not look at any of your
12 notes. By the way, what -- yeah, no.

13 CHAIRPERSON ANDERSON: You are not
14 supposed to have any documents.

15 MR. ADAMS: Yeah.

16 CHAIRPERSON ANDERSON: The only
17 documents you can rely on is if the Government
18 gives you a document, you can look at it. If
19 not, you testify from your memory.

20 MR. ADAMS: Right.

21 THE WITNESS: Okay.

22 MR. ADAMS: And, Mr. Chairman, I am

1 going to, and I apologize, let me get this
2 together, provide to the witness two documents.
3 Since I'll know to move -- we reviewed 102 last,
4 I think I'll just move on in terms of the
5 numbering.

6 The first document will be marked as
7 the District's Exhibit 103 and the other document
8 will be marked as District's Exhibit 104.

9 CHAIRPERSON ANDERSON: Well, why don't
10 you do 102 since there is no 102.

11 MR. ADAMS: Okay. Fine. It will be
12 102.

13 CHAIRPERSON ANDERSON: All right.

14 MR. ADAMS: And I'll show it to Mr.
15 Farmer. And the Board's indulgence. And I would
16 like to approach the witness with --

17 CHAIRPERSON ANDERSON: Go ahead.

18 MR. ADAMS: -- these exhibits. All
19 right.

20 CHAIRPERSON ANDERSON: And do you have
21 a copy of the documents?

22 MR. ADAMS: I do. I just wanted to

1 give those with the Board's indulgence just to
2 make sure that I have them properly marked.

3 BY MR. ADAMS:

4 Q Okay. First turning to what is marked
5 as the District's Exhibit 102, can you summarily
6 describe what that document is?

7 A This cover page is a summary of Heaven
8 & Hell's delinquency and their outstanding
9 invoices during the month of December.

10 Q And as part of 102, what does 102
11 include? And first of all, how are you familiar
12 with this document?

13 A I created this document.

14 Q Okay. And so you talked about the
15 cover page. I saw the cover page. First of all,
16 in terms of the cover page, what does it
17 represent? I notice that there is a series of
18 notations there on the cover page. What does it
19 -- do those represent?

20 A Heaven & Hell's delinquent notices of
21 delinquencies that I sent to Heaven & Hell, the
22 dates, the suspension notices, the OCFO's aging

1 reports, payments, a couple of overpayments that
2 Heaven & Hell made and removal of suspension and
3 another report from the OCFO of unpaid invoices.

4 Q All right. So according to this
5 document and in terms of these -- of what it
6 represents, it more or less chronologically
7 represents -- would you say it chronologically
8 represents the accounting for this establishment
9 in December of 2017?

10 A Yes, that's correct.

11 Q All right. And it also includes
12 information when you actually did suspend or had
13 a suspension notice for the establishment?

14 A That's correct.

15 Q Okay. And it also includes
16 information of when the suspensions were
17 completed, correct?

18 A Correct.

19 Q Okay. Now, after the cover page, what
20 is -- in summary, what -- was it completed?

21 A Let's see, the actual delinquency
22 notice that I sent out to Heaven & Hell, a

1 reminder of the delinquency notices, suspension
2 notice, the actual invoice or invoices.

3 Q All right. Very well. And so now
4 turning to the -- what is marked as District's
5 Exhibit 103. What is at the top of that, of what
6 is marked as District's Exhibit 103?

7 A January 2018.

8 Q All right. And so do you recognize
9 this document?

10 A I do. I generated this as well.

11 Q You generated it. And what is in this
12 document?

13 A It is the same thing as December 2017,
14 a summary of Heaven & Hell's activity as far as
15 suspension, delinquencies, payments, the OCFO's
16 open invoice reports.

17 Q Very well.

18 (Whereupon the above-
19 referred to document was
20 marked as Complainant
21 Exhibit No. 103 for
22 identification.)

1 MR. ADAMS: And I will, by the way,
2 Mr. Chairman, at some point, I will ask for these
3 documents to be entered into evidence. I do
4 realize that there is some information that again
5 should be redacted before it becomes public and
6 I'll address that to the Chair at that time, when
7 the time is appropriate.

8 BY MR. ADAMS:

9 Q All right. So now in terms of both
10 the content of the December 2017, which is
11 District's Exhibit 102, and District's Exhibit
12 103 for January 2018, are they true and accurate
13 representations of the accountings and reports
14 that you have compiled for that time period?

15 A Yes, it is.

16 Q All right. So I would go back to my--
17 the question that I have.

18 You did state that the establishment
19 had been suspended from RDO services in January
20 2018?

21 A That's correct.

22 Q All right. And when did those

1 suspensions occur?

2 A The first one in January occurred
3 January 10th.

4 Q All right. Very well. And when did
5 the second one occur?

6 A The second one occurred on January
7 23rd.

8 Q All right. Very well. Now, before I
9 go to anything -- before I move on, had you had--
10 prior to January 2018, had you suspended this
11 establishment -- or was there an occasion where
12 this establishment was suspended from the program
13 prior to January 2018?

14 A Yes.

15 Q And when did that occur?

16 A Multiple times.

17 Q Okay. But now according -- then let's
18 refer to Exhibit 102. In December of 2017, was
19 the establishment experiencing suspension?

20 A They were suspended on December 8th.
21 They were removed from suspension on December
22 27th.

1 Q Okay. Very well. Now, I want to ask
2 you a question. Now, earlier in your testimony
3 you were talking about establishments are
4 required to pay invoices, correct?

5 A Yes.

6 Q All right. And they are given 30 days
7 to, from the issuance, pay those invoices?

8 A Yes.

9 Q All right. So in terms of how did
10 they pay these invoices? Or how do they pay? Do
11 -- how do establishments, in general, make
12 payments? Do they pay specifically the invoice
13 or how is that done?

14 A So they normally pay by check and it
15 is taken to the accounting cluster on North
16 Capitol Street.

17 Q Okay.

18 A Or it is mailed into that office.

19 Q Very well. Now, in terms of if an
20 establishment pays an incorrect invoice or
21 doesn't mention an invoice and they make a
22 payment, what occurs?

1 A The accounting office will just accept
2 the check, make a copy of it and at the end of
3 the day or either the next morning, they forward
4 all copies to MPD agencies and then they -- it
5 also goes to the OCFO's office.

6 Q Okay.

7 A The OCFO office will look at the
8 check, compare it to their outstanding invoice
9 and that's how they will post the check.

10 Q Okay. Very well. So I'll turn to
11 Exhibit 102 for December. All right. So I note
12 that you stated that the establishment was
13 suspended on December 8th, correct?

14 A Yes.

15 Q All right. And those were for, I
16 guess, failure to pay -- failure to fully pay
17 certain invoices, correct?

18 A That is correct.

19 Q All right. Now, in the cover page, I
20 noticed that there is Check 4015, correct?

21 A Yes.

22 Q And that was for Invoice 5227?

1 A Yes.

2 Q All right. And actually that is
3 within this packet, which actually shows the
4 payment, correct?

5 A Yes.

6 Q All right. And now that was --
7 according to this cover sheet it says it was due
8 December 7th, correct? According to your cover
9 page.

10 A Oh, yes.

11 Q All right. And so the date of this
12 invoice, it was sent on November 7th. Is that
13 correct?

14 A Yes.

15 Q All right. So essentially, the
16 payment for Check 4015 covered Invoice 5227?

17 A Yes.

18 Q All right. Now, there is a separate
19 check on your cover page that says Check 4016.

20 A Yes.

21 Q And you see that. So and turning to,
22 I guess there is, an invoice that is also there

1 for 4016 it's noted that it -- on your -- on this
2 cover page and I see the payment is noted for
3 December 26, correct?

4 A Yes.

5 Q All right. So first of all, it's
6 noted for December 26th. But there is an invoice,
7 I guess, the number is 5035. Are you familiar
8 with this one?

9 A Yes.

10 Q All right. And so how -- can you
11 describe a little bit about this? I guess is it
12 true that the amount, the full amount of the
13 invoice at some point was \$1,083.03, correct?

14 A The final invoice was that amount.

15 Q Okay.

16 A So what happened was this invoice was
17 generated during year-end. The original invoice
18 was \$694.25. It went out to the establishment.
19 Because it was year-end, I guess an officer must
20 have submitted a late time sheet and so the OFC
21 wanted to get those hours in for the year. So
22 instead of generating a new invoice, they went

1 back to 5035 and added those hours onto that old
2 invoice and not realizing that invoice had
3 already been paid.

4 So instead of the invoice being for
5 \$388 the invoice regenerated for \$1,083.

6 Q Right. So you are saying at that
7 point in December -- and this is during the
8 December suspension, correct?

9 A Yes.

10 Q That the amount owed on that invoice
11 was \$388.78, correct?

12 A Yes.

13 Q All right. And the -- what did the
14 establishment do?

15 A The establishment had already paid the
16 \$694.25 and not realizing it, they turned around
17 and paid the \$1,083.03.

18 Q So essentially, there was an
19 overpayment?

20 A An overpayment.

21 Q All right. So in terms -- and so
22 after you received that overpayment, what did you

1 do?

2 A I contacted the OCFO's office and we
3 discussed about applying that \$694 to other open
4 invoices. And after that I then informed through
5 email, I believe, Mr. Mehari how we would apply
6 those invoices.

7 Q All right.

8 A I mean that overpayment.

9 Q All right. So let me walk through
10 this with you and just so that the Board can see
11 this. All right.

12 So first of all the cover sheet of
13 Exhibit 102. There is a line that says, and
14 correct me if I'm wrong, overpayment applied
15 December 27th. Is that correct?

16 A Yes.

17 Q All right. And then it has three
18 invoices. One is Invoice 5201 and you applied
19 amount of \$226.16, correct?

20 A Yes.

21 Q And then there was 5314?

22 A Yes.

1 Q And you applied \$111.08 to that?

2 A Yes.

3 Q And then there was Invoice 5281 in the
4 amount of \$361?

5 A Yes.

6 Q Do you see that?

7 A Yes.

8 Q All right. And you said that you
9 applied an amount to that, correct?

10 A Correct.

11 Q And there was an amount that was left
12 unpaid for that?

13 A Correct.

14 Q In 5281 specifically, when was that
15 invoice due?

16 A 5281 was due December 21st.

17 Q All right. So that invoice was
18 created -- is it safe to say that that invoice
19 was created on November 21st?

20 A Yes.

21 Q All right. And so within 102, I'll
22 point the Board to this. Let me see how many

1 pages. A brief Board's indulgence on this. All
2 right. So the ninth page, and I'm making sure
3 everyone is with me, there is Invoice 5035,
4 correct?

5 A Yes.

6 Q All right. And there is a check for
7 \$1,083?

8 A Yes.

9 MR. ADAMS: And you are with me, Mr.
10 Farmer?

11 MR. FARMER: Yes, just continue.

12 MR. ADAMS: All right. Very well.

13 BY MR. ADAMS:

14 Q The next page, again December -- is
15 the Invoice 5227?

16 A Yes.

17 Q And that was -- you have that noted
18 there as well?

19 A Yes.

20 Q So page -- and you said again this is
21 talking about how you applied this, this is
22 Invoice 5201?

1 A Yes.

2 Q And that -- and looking at that
3 invoice, it was created on November 1, 2017?

4 A Correct.

5 Q So when you applied it to -- so you
6 have notations here regarding overpayment.

7 A Yes.

8 Q So when was 5201 due?

9 A It was due on December 1, 2017.

10 Q So that's how they made this over --
11 so you made this application in late December,
12 correct?

13 A Correct.

14 Q So this invoice is already delinquent,
15 at that time?

16 A That is correct.

17 Q All right. And I noticed that you
18 have notations on the page. You say is -- they
19 say \$472.09. Is that the amount that was
20 remaining in terms of the credit?

21 A Yes.

22 Q All right. The next page is 5314.

1 A Yes.

2 Q All right. And that's for \$111.08?

3 A Correct.

4 Q And again the date on that is November
5 29th?

6 A Yes.

7 Q So that wasn't due until December 29th?

8 A 29th.

9 Q Okay. All right. And that lessened
10 the amount, correct?

11 A Correct.

12 Q And then we have Invoice 5281?

13 A Yes.

14 Q In the amount of -- and that invoice
15 was issued on November 21st?

16 A 21st.

17 Q It was due December 21st?

18 A Yes.

19 Q So at the time you made this, you made
20 this, that was also late?

21 A That's correct.

22 Q All right. And so what you are saying

1 here is that you applied it, the amount that was
2 remaining to that invoice, correct?

3 A Correct.

4 Q And so at that point, according to
5 your records, he owed, let's see here, according
6 to your cover sheet, the establishment owed
7 \$152.07, correct?

8 A Correct.

9 Q All right. So at that time you said
10 that there was a suspension with the
11 establishment, correct?

12 A Yes.

13 Q So what happened after you made these
14 applications?

15 A I'm sorry, what applications?

16 Q After you made these applications that
17 we -- and you received the payment back in
18 December?

19 A I sent Mr. Mehari an email of how I
20 applied the credit.

21 Q Okay.

22 A Or the overpayment.

1 Q So the page after Invoice 5281 is an
2 email, correct?

3 A Yes.

4 Q What email is that?

5 A That is the email of December 27th to
6 Mr. Mehari and to the OCFO discussing how I
7 applied the overpayment and the whole issue about
8 the check number, the overpayment on Invoice No.
9 5035, when the invoices were due and how I
10 applied the payments.

11 Q Okay. Very well. All right. So did
12 you do any other emails on December 27th?

13 A I did. I sent an email to the District
14 to remove Heaven & Hell off of suspension.

15 Q All right. So at that point, the --
16 that suspension had been lifted, correct?

17 A Correct.

18 Q All right. Now, let's move into
19 January. All right. So we have -- according to
20 your cover sheet, why did you list -- before we
21 can move completely on, you have that there is an
22 unpaid Invoice 5432 --

1 A Yes.

2 Q And that -- so first of all, there is
3 already an outstanding one for 5281, correct?

4 A Correct.

5 Q And so 5342 when is that due?

6 A It's due December 30th.

7 Q Okay. And so when was that invoice
8 made?

9 A That invoice was probably done on
10 November 30th.

11 Q And there is also another invoice,
12 what invoice is that that you have listed here?

13 A 5403 for \$860.97. It was due January
14 13th, so it was probably generated on December
15 13th.

16 Q Okay. So now going to January, now
17 let's look at the cover sheet for the District
18 Exhibit 103.

19 A Yes.

20 Q I note that there is a delinquency
21 notice for -- noted for January 4th.

22 A Yes.

1 Q All right. And are you familiar with
2 the issued delinquency notice?

3 A Yes.

4 Q Okay. You are? I just want to make
5 sure you are.

6 A (No audible answer.)

7 Q All right. So first of all, you have
8 three items listed here. One is for -- and,
9 please, list for the Board what you have listed
10 as what is unpaid.

11 A I have unpaid as Invoice 42 -- I'm
12 sorry, 5281 a balance of \$41.66; Invoice No.
13 5314, \$111.08; and Invoice 5342, \$1,055.26.

14 Q All right. So and I believe that --
15 and just for the Board's iteration, on the sixth
16 page if you follow me, Ms. Smith?

17 A Um-hum.

18 Q There is an email -- is there an email
19 on the sixth page that is dated January 4th?

20 A Sixth page of 103?

21 Q Yes.

22 A January 9th.

1 Q Actually, is that the sixth page of--

2 A Okay. Yes, I'm sorry, I have it,
3 January 4th, yes.

4 Q January 4th. All right. Very well.
5 All right. So first of all, discuss with the
6 Board or tell them what is this delinquency
7 notice? What does it represent?

8 A So what happens is on a weekly basis,
9 usually every Friday, the OCFO sends out what
10 they call an aging report, which is it lists all
11 open invoices. Based on that report, I look
12 through it and I clean it up just for the RDO
13 establishments, because it has all MPD
14 establishments on it, which includes like SOD.

15 Well, after I clean it up, I look for
16 my establishments and based on that, I send out a
17 notice letting them know that they have an
18 invoice or invoices open and then I'll give them
19 additional days to make payment or I let them
20 know that they are suspended.

21 Q All right. And so in this -- and so
22 for this email, you -- is that what you did here?

1 A Yes.

2 Q And you are saying that by -- and so
3 what are you telling Mr. Mehari here?

4 A I'm letting him know that the OCFO has
5 reported that they have three unpaid invoices and
6 they need to make payment by Tuesday, January 9th
7 at 12:00 noon or provide me proof of payment.
8 And I asked them when they are on a delinquency
9 status, do not mail the check, to hand deliver
10 it.

11 Q Okay. So walking back, and so in
12 terms -- and you have these three invoices listed
13 here, correct?

14 A Yes.

15 Q All right. So first of all, just so
16 that we are -- the Board is seeing this, for
17 5281, we talked about 5281 for December and we
18 know that there was like, I believe, an unpaid
19 balance of \$152.74, correct?

20 A Yes.

21 Q Now, the right hand column of this,
22 there is a number 4166. What does that

1 represent?

2 A 4166 means that the difference between
3 the \$513.75 and \$41.66, and amount owed -- an
4 amount was paid. Whatever that difference is, it
5 was like \$444 or something like that. It looks
6 like it was applied to that invoice, which gave
7 it an ending balance of \$41.66.

8 Q Okay. So specifically \$41.66 is owed
9 and that was in -- okay. You -- and per your
10 testimony, you stated you already had notified
11 them that -- the establishment that they owed an
12 amount of the 5281, correct?

13 A Right.

14 Q All right. So --

15 MR. FARMER: I'm sorry. For 5281, I
16 need you to clarify that answer. I mean, you
17 wrote off this -- gentlemen, can I, please, query
18 on this matter?

19 CHAIRPERSON ANDERSON: Well, this is
20 direct, so you can't ask question.

21 MR. FARMER: Yeah.

22 MR. ADAMS: It isn't an objection.

1 You can answer.

2 CHAIRPERSON ANDERSON: You need to put
3 a little pin and ask her during cross-
4 examination.

5 MR. FARMER: Yeah.

6 CHAIRPERSON ANDERSON: All right.

7 BY MR. ADAMS:

8 Q Now, I note that --

9 CHAIRPERSON ANDERSON: I mean, if you
10 have an objection, but it can't be -- if you have
11 an objection, then you let me know the purpose of
12 your objection, but you will have to ask her, if
13 you are asking for clarification, you have to do
14 that during cross-examination.

15 MR. FARMER: Okay.

16 CHAIRPERSON ANDERSON: All right.

17 BY MR. ADAMS:

18 Q So 5314, we discussed 5314 earlier.

19 I believe you -- I believe for December you said
20 that for December that it was covered finally?

21 A I said that for December, I was
22 applying that overpayment to Invoice 5314.

1 Q Okay. So in terms of this email, is
2 that correct or a mistake?

3 A Well, that -- according to -- that's
4 not how the OCFO applied it.

5 Q Oh, so OCFO did --

6 A The OCFO has final say so on how funds
7 are applied. I can suggest to them how I want it
8 to be applied, but they have final say so on how
9 they are going to apply the payment.

10 Q Okay. Very well. So this is what
11 OCFO had determined as outstanding debt?

12 A Correct.

13 Q All right. And so generally then what
14 did you do? Turning to the last page.

15 A On January 9th, I sent Heaven & Hell a
16 suspension notice.

17 Q And when you say suspension, okay, so
18 first of all, is that represented within Exhibit
19 103, the suspension notice?

20 A Yes.

21 Q And is that email on that suspension
22 dated January 9th?

1 A Yes.

2 Q All right. And why did you send the
3 suspension notice?

4 A Because there is three invoices that
5 were not paid.

6 Q So the period between January 4th and
7 January 9th had -- to your knowledge, can you
8 describe whether or not MPD, your office, were
9 your office aware of any payments for the amount
10 that is identified as outstanding in that period
11 at all?

12 A No payment came in at all that I'm
13 aware of.

14 Q Okay. And during that period, were
15 you aware of any substantiation made by the
16 establishment of payments for any of those
17 invoices that are listed?

18 A No.

19 Q So once you did the suspension, what's
20 the impact of the suspension notice? What does
21 that mean?

22 A So what that means is that, one, the

1 payment was not received. So once payment is not
2 received, they are suspended. I send out a
3 notice to the District letting them know not to
4 provide that establishment RDO services.

5 Q All right. And so is that what you
6 did?

7 A Yes.

8 Q All right. And to your knowledge,
9 what did the -- I guess you said the District, in
10 this case which District applies?

11 A 3D.

12 Q 3D. 3D meaning the 3rd District?

13 A Yes.

14 Q Is that also --

15 A Yes.

16 Q -- what you mean when you say that?
17 So and also I would note that there is an email
18 for January 10th.

19 A Yes.

20 Q All right. And you see that document?

21 A Yes.

22 Q And what does that state?

1 A It just says that this email says that
2 Heaven & Hell is suspended for unpaid invoices.

3 Q And once this notice goes to the
4 District, do you know what the District does?

5 A The District makes every attempt to
6 notify the officers assigned that the RDO is
7 canceled. Normally we try to provide officers
8 two business days notice. Sometimes we just
9 can't.

10 Q So to your knowledge from the time
11 period of January 12th to January 14th -- actually,
12 during that -- between January 12 and January 14,
13 had your office, had MPD received any payments
14 for those outstanding invoices?

15 A January 12th?

16 Q Through January 14th.

17 A No.

18 Q Actually, when was the next time MPD
19 or the District received any payments from the
20 establishment?

21 A January 16th.

22 Q So the period between January 9th and

1 January 16th what was the status of the RDO detail
2 for Green Island Café/Heaven & Hell? Was it
3 suspended or was it active?

4 A They were suspended.

5 Q All right. Very well. All right. So
6 moving on, so for -- now we have established that
7 there was payment made on January 16th, correct?

8 A Correct.

9 Q All right. So and I assume that there
10 had been, it looks like there was two checks,
11 correct, according to your cover sheet?

12 A Yes.

13 Q Let's go by your cover sheet. Then
14 for Check 4033, what -- you listed it as applying
15 to the invoices for 5314 --

16 A Yes.

17 Q -- and 5281, correct?

18 A Yes.

19 Q So those are satisfied, correct?

20 A Yes.

21 Q All right. I note that there is
22 nothing that -- at least for that payment,

1 nothing refers to 5342, correct?

2 A Correct.

3 Q All right. And so 50 -- and then you
4 had already noted that that invoice was also
5 paid?

6 A Correct.

7 Q In the matter of \$1,055.26?

8 A Yes.

9 Q However, there is a separate check,
10 4032.

11 A Yes.

12 Q For \$1,277.42.

13 A Correct.

14 Q Okay. But I note that on your cover
15 sheet, you list -- I apologize.

16 MR. ADAMS: My apologies to the Board.

17 BY MR. ADAMS:

18 Q You mentioned Invoice 5453. Is that
19 correct?

20 A Yes.

21 Q All right. So tell the Board in
22 general about 5453.

1 A 5453 occurred around the time that
2 there was a lot of suspension, delinquencies and
3 being reinstated was occurring for Heaven & Hell.
4 As I said, we try to give officers enough notice
5 that the establishment is being suspended and
6 sometimes the District doesn't have that
7 opportunity to let the officers know that the
8 establishment is being suspended.

9 In addition to that, Mr. Mehari and
10 Mr. Farmer were informing me that officers were
11 not coming to the club or they didn't -- the
12 establishment did not sign the officers' overtime
13 sheet or there was just some type of issue.

14 So I told Mr. Mehari that I would go
15 back and research that entire invoice to ensure
16 that they were being charged correctly.

17 In order to research an invoice, it's
18 just not looking at the sheet. I have to then go
19 back look at the PD-157 form, which is the form
20 that we send out when there is a request for
21 detail.

22 In this case, it lists the entire

1 month of their detail, which is the number of
2 officers, the date, the time, the dollar amount.

3 In addition to that, I have to go back
4 and on a weekly basis, the District lists the
5 clubs that they work. And on that, they list if
6 there is any problems with the club and then they
7 attach every single time sheet of the officers.

8 So I have to go back and pull out all
9 that information on a weekly basis. Then I look
10 at that time sheet. In some instances,
11 unfortunately, there is a space where the ABC on
12 duty manager has to sign the officer in and out.
13 In some cases, the establishment has a habit of
14 signing the officer in and out at the same time.

15 We request that they do not do that,
16 because if you sign the officer in and out at the
17 same time, there is no need for the officer to go
18 back to the establishment, because you have
19 already signed them out and that was one of the
20 issues that Mr. Mehari was doing, signing the
21 officers in and out at the same time and then
22 saying that they don't come back to him, so he

1 thinks that they are not there. So I would go
2 back and look at it.

3 Then there were cases where no one
4 signed and then one of the authorized MPD
5 supervisors would sign on behalf of the
6 establishment.

7 If there was anything that did not
8 look correct, I reversed the charges and charged
9 it back to the 3rd District Office.

10 Q So in certain cases you reversed the
11 charges?

12 A Correct.

13 Q So going to 5453, I want to address
14 this specifically now, because there is -- the
15 fifth page of 103, I'll give you a chance to
16 catch up to me.

17 What is the fifth page of 103?

18 A The fifth page states -- it's an email
19 to Mr. Mehari. It's to let him know that I was
20 aware that there was some errors on the invoice
21 and I was working on it and that it was going to
22 take me a couple of days to complete my

1 investigation on it.

2 Q All right. And so --

3 A Right, yeah, basically that.

4 Q -- essentially, you were talking about
5 an issue regarding, you know, reviewing and maybe
6 potentially reversing charges, correct?

7 A Yes.

8 Q All right. So to your -- when you
9 sent this email, what was the intent of you
10 sending this email on Invoice 5453?

11 A My intent was that while I was
12 investigating this invoice, it would not be
13 included in his suspension notices. It would not
14 be included in any delinquency notices. He would
15 not have to be concerned about it until after I
16 completed my investigation and until the credits
17 have been applied.

18 Q All right. And what was your
19 understanding about payment of this invoice?

20 A That he did not have to pay it until
21 everything was identified.

22 Q All right. Okay. So on January 16,

1 Check 4032, what was the -- and I guess this is--
2 I apologize, Board, I'm moving to after the email
3 from January 10th. The page after the email from
4 January 10th.

5 Okay. So looking at the page after
6 the email for January 10th, what is that?

7 A That is the payment for the invoice
8 that I asked him not to -- that I was
9 investigating.

10 Q And it was -- okay. So that is the
11 payment for that?

12 A Yes.

13 Q Correct? All right. All right. So
14 but at the same time, you, I guess, said that
15 January 9 or January 10th there was -- the license
16 had been -- or sorry, not license, the RDO had
17 been suspended?

18 A Yes.

19 Q All right. So despite receiving the
20 payment for the wrong invoice, I guess, 5453,
21 what did you do at that point?

22 A At that point, I removed him from

1 suspension on condition.

2 Q And what's the condition?

3 A Because the condition was that he pay
4 the other invoices and even though he didn't need
5 to pay this particular Invoice 5453, I was going
6 to go ahead and do it on good intentions.

7 Q Very well. And now like I believe
8 there is an email later on I believe, let's see,
9 you have this chart. One, two, three, four,
10 five, six pages after that there is an email
11 dated January 17th. Do you see that --

12 A Yes.

13 Q -- email? All right. And so what is
14 the intent of this email?

15 A Mr. Mehari called me. I always try to
16 deal with the establishment via email, because
17 there is always a paper trail. If I get
18 instructions over the phone, I could get up from
19 my desk and get involved with something else and
20 totally forget about whatever the phone
21 conversation was.

22 So if an establishment or a club owner

1 calls me, I like to follow it up with an email.
2 And that's what I did in this case.

3 Q Okay.

4 A This was to let him know that I was
5 researching all the invoices for the entire month
6 of December and that while it was suspended on
7 December 8th, he was still provided periodic
8 details.

9 Q Okay.

10 A So what -- so he was contesting a lot
11 of the December invoices and because he said he
12 was suspended. So our view is that it was -- it
13 may have been an error that you were provided
14 detail services, but you still were provided
15 detail services. You signed the officers'
16 overtime sheet so that makes you responsible for
17 payment.

18 Q All right. So on the cover sheet for
19 103, it states that there was another delinquency
20 notice for January 19th.

21 A Yes.

22 Q Are you aware of that?

1 A Yes.

2 Q All right. And specifically you had
3 received an agent for three invoices and those
4 were 5342?

5 A Yes.

6 Q 5 -- which was 5513?

7 A Yes.

8 Q And 5515. So you have that agent
9 work, correct?

10 A For example on the 19th, we already had
11 discussed 5342 that there was no payment for
12 5342, correct?

13 A Correct.

14 Q All right. And that was issued back
15 in November?

16 A Correct.

17 Q But then January 23rd you had -- there
18 was a suspension notice, correct?

19 A Correct.

20 Q And what was for those -- what were
21 the invoices involved for those?

22 A The Invoice 5342 of \$1,055.26, that

1 was due back in December of -- December 30th. And
2 another unpaid invoice 53 -- I'm sorry, 5403 for
3 \$860.87, that was due January 13th.

4 Q All right. And so that was issued on
5 December 13th. Is that correct?

6 A That is correct, yes.

7 Q All right. So the time you had issued
8 a delinquency notice, it actually had invoices
9 that were over 30 days unpaid, correct?

10 A That is correct.

11 Q Now even -- now, personally, did you--
12 when Mr. Mehari gave the \$1,200 for -- \$1,277 for
13 Invoice 5453, did you apply that to this
14 outstanding amount at all?

15 MR. ADAMS: Actually, let me withdraw
16 that question. Let me withdraw that question.

17 BY MR. ADAMS:

18 Q All right. To your knowledge, by
19 January 28th of 2018, had you received, had MPD
20 received any payments for -- specifically for
21 Invoice 5342 and 5403, to your knowledge?

22 A Let's see here, not to my knowledge.

1 Q All right. And by the way, the
2 suspension was effective January 23rd?

3 A Correct.

4 Q All right. So for that time period,
5 the establishment was -- like there was no detail
6 assigned to the establishment, correct?

7 A Correct.

8 Q All right. So you had not received
9 specifically payments of that. All right.

10 Now, let's -- let me ask you a
11 question again. Now, for 5453, did you -- did
12 the OCFO make an application to any of the other
13 payments, any of the outstanding invoices, to
14 your knowledge?

15 A To my knowledge, I don't recall. I'm
16 sorry.

17 Q Okay. So let me do a mathematical
18 question for you. So the amount that was paid
19 for 5453 was \$1,277.42, correct?

20 A I do recall now.

21 Q Okay. Wait a second. So let me get
22 back to --

1 A I'm sorry.

2 Q -- the question. The question is --

3 MR. ADAMS: My apologies to the Board.

4 BY MR. ADAMS:

5 Q The question was do you recall whether
6 OCFO made application of 5453 to the outstanding
7 invoices? And you said you recall now?

8 A Yes. The overpayment of -- well, the
9 payment that he was not supposed to make, the
10 \$1,277 --

11 Q Yes.

12 MR. FARMER: Mr. Chairman, can I ask
13 him to clarify? I'm not quite sure what we are
14 referring to in terms of the overpayment. And
15 then I'm not quite sure what the question was on
16 5453.

17 MR. ADAMS: Okay. So overpayment was
18 -- I think it was stated that we were talking
19 about 5453 and that more or less that was still a
20 payment that was -- an invoice that was in
21 dispute at the time that it was paid on January
22 16th. And so the question I had was whether or

1 not the amount -- let me clarify, whether or not
2 to her knowledge the amount of 12 -- that was
3 paid on January 16th was applied to the
4 outstanding invoices, which I guess we are
5 talking about right now, 5342 and 5403. Is that
6 clear enough?

7 MR. FARMER: Yes, for now. I may have
8 further questions.

9 MR. ADAMS: All right.

10 BY MR. ADAMS:

11 Q So to your knowledge, was there an
12 application?

13 A Yes. Later it was applied, a part of
14 it was applied to 5342.

15 Q But you're talking at a later date?

16 A Yes.

17 Q Okay. All right. But for our
18 purposes, let's just do this. For -- if we are
19 to look at it differently, if -- for Invoice
20 5432, Mr. -- the establishment owed \$1,055.26,
21 correct?

22 A Yes.

1 Q And for 5403 it owed \$860.87?

2 A Yes.

3 Q Okay. And doing some mathematics here
4 that would leave a balance of, let's see here
5 just doing really bad math here, combined, that's
6 \$1,916.13. Does that sound about right?

7 A Yeah.

8 Q Okay. So the amount that was
9 outstanding -- let's say that you did apply the
10 \$1,277 that he had made at that time. The \$1,900
11 is still more than \$1,200, correct?

12 A Correct.

13 Q All right.

14 MR. ADAMS: Mr. Chairman, subject to--
15 I know that I have to make some redactions, I
16 would like to have it admitted into evidence what
17 is marked as District's Exhibits 102 and 103.

18 CHAIRPERSON ANDERSON: Mr. Farmer?

19 MR. FARMER: I hate to do this, but
20 having just received that this morning and
21 hearing the testimony, I need time to go through
22 this to kind of put it in order. I'm not quite

1 sure where we are in terms of payments made and
2 payments rendered.

3 CHAIRPERSON ANDERSON: Based on the
4 objection, I'll put a pin in it until you can
5 make -- I'll allow him to do cross-examination,
6 Mr. Adams, and you can -- perhaps at the ending
7 of your case, you can make a motion again and I
8 will hear it and I will make a ruling, at that
9 time.

10 MR. ADAMS: I have no further
11 questions for -- and I'll just note for the
12 record that his basis is not an evidentiary
13 basis, based upon timing, but I'll --

14 CHAIRPERSON ANDERSON: I have not--

15 MR. ADAMS: -- go to that later.

16 CHAIRPERSON ANDERSON: -- I have just
17 said, please, make your motion again at the end
18 of your case and I will rule.

19 MR. ADAMS: Again, I was just saying
20 for the record.

21 CHAIRPERSON ANDERSON: All right.

22 MR. ADAMS: I have no further

1 questions for Ms. Smith.

2 CHAIRPERSON ANDERSON: All right.

3 Thank you. Mr. Farmer?

4 MR. FARMER: Yes.

5 CHAIRPERSON ANDERSON: Can we take a--

6 MR. FARMER: Yes, please.

7 CHAIRPERSON ANDERSON: -- five minute

8 break, please? We will take a five minute break.

9 I need to take a five minute break.

10 You are still under oath, so you --

11 you are not -- you cannot have any conversation

12 with anyone until we come back. All right.

13 Thank you. Unless it is just about the weather,

14 but not about the case.

15 (Whereupon, the above-entitled matter

16 went off the record at 12:06 p.m. and resumed at

17 12:29 p.m.)

18 CHAIRPERSON ANDERSON: We are back on

19 the record and we will have the cross-examination

20 of the witness. Go ahead, Mr. Farmer.

21 MR. FARMER: Thank you.

22 CROSS-EXAMINATION

1 BY MR. FARMER:

2 Q Good afternoon, I guess, Ms. Smith.

3 A Mr. Farmer.

4 Q I had told you previously I wasn't
5 disputing --

6 MEMBER SILVERSTEIN: Mr. Farmer, would
7 you speak up and into the microphone?

8 MR. FARMER: Oh, sorry.

9 MEMBER SILVERSTEIN: Thank you very
10 much.

11 BY MR. FARMER:

12 Q Ms. Smith, I had told you previously
13 I wasn't disputing your accounts, etcetera, but I
14 do have some questions about -- mostly about
15 procedure. So if you would just bear with me
16 while we go through that.

17 A Sure.

18 Q My first question is are you aware of
19 the RDOs on 18th Street, Northwest?

20 A Yes, I am.

21 Q Can you tell me how many other RDOs
22 that are on 18th Street?

1 A Adams Morgan has a BID in Dupont
2 Circle in that area.

3 Q Um-hum.

4 A And so because it is a BID, they have
5 officers that are posted in various -- around
6 various establishments. And then there is the
7 nightlife. The nightlife is not RDO.

8 Q So is your testimony that the BID has
9 a separate RDO?

10 A The BID is a part -- is another RDO.

11 Q Under a separate contract for
12 agreement?

13 A The BID is like an establishment.

14 Q No, I understand that.

15 A Yes.

16 Q What my question is is that's a
17 separate RDO which covers the whole of the BID
18 area?

19 A The BID area, yes.

20 Q All right.

21 A Whoever is under that BID.

22 Q Okay. Are there other liquor licensed

1 establishments on 18th Street that have RDOs as
2 well?

3 A No.

4 Q No. So it's just the BID and Mr.
5 Mehari's establishment?

6 A Correct.

7 Q Okay. Previously you testified that
8 he had 30 days to pay any generated invoices?

9 A Correct.

10 Q Okay. If an invoice is disputed, does
11 that change the time for payment?

12 A It does.

13 Q And can you tell me how much that
14 changes to the time?

15 A So when he informs me or when someone
16 informs me that an invoice -- there is an issue
17 with an invoice, I immediately do not include it
18 in a suspension or a delinquency. And I tell
19 them until I review the invoice to find out if,
20 in fact, there is an issue with the invoice, that
21 it will be due.

22 So if I review the invoice and there

1 is no problem with the invoice, it's due upon the
2 due date that is listed on the invoice.

3 Now, if there are issues with the
4 invoice, I do not include it in delinquencies or
5 suspension. There is a process that takes for
6 correcting that invoice which means -- usually
7 means reversing the officer's time, which is a
8 long process. It could take payroll up to, in
9 some cases, three months to correct.

10 And so during that time, the
11 establishment does not have to pay it.

12 Q And do you inform the disputing party
13 of a time line for payment or when the dispute
14 will be resolved?

15 A Yes, I do.

16 Q Did you tell the disputing party not
17 to pay that invoice while it is under dispute?

18 A I did.

19 Q Did you communicate that
20 telephonically or did you communicate that
21 through email?

22 A I can do -- well, if I'm on a phone

1 conversation, I will tell it that way and I
2 generally do it through an email.

3 Q Okay. Can you explain further the
4 cheat sheet and what its purpose is?

5 A It's just an abbreviated one-page of
6 a process and it also gives information about the
7 agreement, the ABC agreement. And it talks about
8 how invoices are generated. It talks about the
9 minimum amount of officers you can receive. It
10 lists the times that -- the ABRA Subsidy Rate
11 along with the actual rate. It lists the non-
12 subsidy rate. Information such as that.

13 Q Does it specifically provide some sort
14 of mechanism or information about how to resolve
15 a dispute, particularly in terms of billing?

16 A Not in the snapshot. I believe in the
17 agreement it does.

18 Q Okay. I want to turn your attention
19 to December of 2017.

20 CHAIRPERSON ANDERSON: What exhibit is
21 that?

22 MR. FARMER: I'm sorry?

1 CHAIRPERSON ANDERSON: What exhibit is
2 that?

3 MR. FARMER: That is Exhibit, I
4 believe, 102.

5 BY MR. FARMER:

6 Q Do you recall phone conversations
7 regarding disputed bills during this period?

8 A Do you have a date?

9 Q Well, I was going to get that, but I
10 just wanted to know generally, do you?

11 A Not specifically.

12 Q Okay. Well, let's turn our attention
13 to Invoice 5035, which was a revised invoice, of
14 course it's 5035-R.

15 A Yes.

16 Q Do you recall any conversations
17 regarding that particular bill with Mr. Mehari?

18 A Yes, I do.

19 Q Okay. Could you tell us the substance
20 of that conversation?

21 A So 5035, as I stated earlier, was
22 generated toward the year end. It has the man-

1 hours of the year end. It started out as
2 \$694.25. And it did not just happen to Heaven &
3 Hell, it happened to several establishments.

4 Later on, additional man-hours came in
5 for several establishments. The OCFO reposted
6 those hours to several establishment's invoices
7 and the invoice increased by those man-hours.
8 Even though if a payment had been made, the
9 invoice increased, so it appeared that that
10 original payment had not been paid.

11 Q So is it your understanding that 5035
12 was previously paid?

13 A After the fact.

14 Q What do you mean after the fact?

15 A I don't keep -- once an invoice is
16 paid, it goes from my mind. It goes off the
17 record. And then it came up again. I have no
18 idea that it is a duplicate invoice. I just see
19 the invoice number on the report. Only until
20 someone brings up that issue, I then realize that
21 there could be a problem.

22 Q Okay. Turning your attention to

1 December 26 on Exhibit 102, you have two checks
2 in payment. The second bulletpoint on that
3 document indicates that Check 4016 in the amount
4 of \$1,083.03 was for Invoice 5035 in the amount
5 of \$388.78 over -- and an overpayment of \$694.25.

6 Do you -- how did you become aware of
7 that particular discrepancy in the billing?

8 A I believe Mr. Mehari told me that he
9 had made that payment and I had to go back and
10 look at it along with several other
11 establishments that were complaining about that
12 particular date. And they were stating that they
13 had made payment and they were getting double
14 billed.

15 So it made me go back and look at
16 several other invoices and he, in fact, was
17 charged that way as well.

18 Q So in your duties, did you recognize
19 that as an internal problem? The actual double
20 billing itself, was that --

21 A It was an OCFO problem.

22 Q Okay. And when are you notified of

1 payments by OCF?

2 A So the OCFO has several different
3 agencies within it. So there is the accounting
4 agency, which is where establishments make the
5 payments. They in turn send those payments or
6 copies of those payments to the OCFO, a different
7 type of -- the finance office. That finance
8 office is the one that posts those payments to
9 those invoices.

10 Q And is there something in that system,
11 is there a lag time between notification between
12 the various offices?

13 A They -- so it's usually when payments
14 are made, say for instance payments are made
15 today, at the end of the day around 4:30, 5:00,
16 the accounting office on North Capitol, they can
17 either take all those copies and send them out to
18 the various agencies or they will wait until the
19 next day. So it's no more than 12 hours or 24
20 hours.

21 Q In practice, is that usually the case?

22 A Yes.

1 Q Have you ever had instances where that
2 has not been the case?

3 A There was one instance.

4 Q And can you tell me when that instance
5 was?

6 A It was an instance where it actually
7 happened with Heaven & Hell. The Comptroller had
8 sent -- had received a copy of a check from
9 Heaven & Hell on October 19th and had gone on
10 vacation and she sent back an email to her
11 assistant and said when she got -- before she
12 left, she noticed that the check was on her desk
13 and she asked him to forward it to accounting and
14 he did so.

15 And that was done on October 25th, but
16 he was -- Heaven & Hell was credited for the 19th.

17 Q In terms of the aging reports, and I'm
18 looking at this same incident, was that payment--
19 did that affect the aging reports?

20 A No, it did not.

21 Q Turning our attention to December 27th
22 and the overpayments, did you notify Mr.

1 Woldemariam of the overpayment?

2 A I have to check my email. Yes, I did.

3 Q Okay. And is that the email dated
4 December 27th?

5 A Correct.

6 Q Okay. And preceding that, he had made
7 a payment on December 26th?

8 A Yes.

9 Q And at that time, did you review the
10 previous payments and the application of the
11 December 26th payment? Did you have -- I mean,
12 literally, did you have time to do that between
13 the 26th and 27th? Did you have time to review
14 that, because you had no notification?

15 A (No audible answer.)

16 MR. FARMER: Well, let me rephrase the
17 question.

18 BY MR. FARMER:

19 Q Were you notified of the payment made
20 on December 26th?

21 A Yes. The OCFO Accounting Office sends
22 out copies of those payments.

1 Q The same day?

2 A It was either the same evening or the
3 very next morning or the next day.

4 Q Did you ever have occasion to explain
5 the effect of aging reports on your system to Mr.
6 Woldemariam?

7 A Could you explain that again, please?

8 Q The question is an aging report is
9 generated within days. When you get an aging --
10 when you receive an aging report, do you contact
11 the -- Mr. Woldemariam or a similar person and
12 explain to them what the aging report means,
13 i.e., are you notifying them of potential
14 lateness?

15 A Yes, I do.

16 Q Okay. And how do you do that?

17 A I send them a delinquency notice.

18 Q Okay. On December 30th of 2017, you
19 authorized new details?

20 A Resumed detail.

21 Q Resumed details?

22 A Um-hum, yes.

1 Q Okay. At that time, do you also note
2 that there is a potential for suspension once it
3 is resumed? If there are outstanding bills, do
4 you notify, when you resume that detail, either
5 the police, the RDO or the applicant or Mr.
6 Woldemariam that there is a potential for further
7 suspension?

8 A Not if all the invoices are paid. If
9 all the outstanding invoices that have passed the
10 due date are paid, the suspension is removed. I
11 inform the establishment that their suspension is
12 being removed. I notify the District that the
13 establishment is no longer suspended and detail
14 services can resume as soon as possible.

15 Q The reason I'm asking this question is
16 looking at the aging report, dated December 28th,
17 the aging report has an unpaid invoice due on
18 December 30th. And then you apparently on the
19 same day resumed the detail.

20 A We can't suspended them on an invoice
21 that is not due yet.

22 Q Okay. You previously testified that

1 an invoice only becomes final when -- after
2 review and statement by OFCD that the invoice is
3 actually final. When does the invoice actually
4 become final?

5 A An invoice becomes final?

6 Q Yes. As in overdue. You -- let me --
7 and maybe I should explain that a little further.

8 You are notified of a dispute about an
9 invoice. You in turn notify OFCD that it is in
10 dispute?

11 A No. No, I generally do not notify the
12 OCFO, because they have already generated the
13 invoice. It's on me to review to find out what
14 the issue is. And if -- sometimes I may have to
15 speak with the OCFO to maybe get more information
16 from them, but I don't notify them of a disputed
17 invoice.

18 Q Okay. You previously testified that
19 the invoice is only final though after the OCO
20 determines that it is final. Is that correct?
21 I'm trying to get a clarification of your
22 previous statement. I'm not quite sure I

1 understood it.

2 A And I don't understand your question.

3 Q Okay. Well, I'll let that go, because
4 this is a system which doesn't work for me.

5 So, um, let's see, turning your
6 attention to Exhibit 103, particularly four, five
7 items down you see a payment on January 16th.

8 A Yes.

9 Q That is the same invoice that is
10 generated on the top of that page 5453?

11 A Yes.

12 Q Okay. And was that -- was there any
13 credit given to that particular invoice due to
14 previous -- to a previous payment?

15 A So that is the invoice that I had
16 asked Mr. Mehari not to pay, because he had
17 issues with that invoice and there were some
18 errors on that invoice.

19 Q Correct.

20 A There was a credit that was applied of
21 \$610 and I believe 94 cents that charges were
22 reversed off of Heaven & Hell's invoice and

1 charged back to the 3rd District.

2 Q And the first question is can you show
3 me where those credits were applied?

4 A The OCFO, I believe, applied it to
5 Invoice 5342.

6 Q And you had nothing to do with where
7 the credits are applied, do you?

8 A No. I can suggest where I want it
9 applied to and sometimes they do it and sometimes
10 they don't.

11 Q Okay. On January 17th, you put Heaven
12 & Hell on conditional good standing?

13 A I did.

14 Q Can you explain what conditional good
15 standing is?

16 A Well, what happened is that they had
17 about five invoices that were outstanding and Mr.
18 Mehari paid three of them. And so based on that,
19 I went ahead and conditionally approved him and
20 put him on conditional good standing. And one of
21 those was the invoice that we didn't want him to
22 pay. So that was why I put him on conditional

1 good standing.

2 Q Well, that accounts for four of them.
3 What happened with the other invoice? Was that
4 subsequently turned into an aging report or --

5 A It wasn't paid. Well, there were a
6 total of six invoices. One of them was the
7 error. He paid three of them, which left two
8 invoices open.

9 Q Right.

10 A That he did not pay.

11 Q Okay. So there is a sixth -- there
12 was a sixth invoice?

13 A Right. The sixth invoice was the
14 invoice that he wasn't supposed to pay that he
15 did pay.

16 Q Oh, I see. Okay. Did you discuss the
17 -- in your -- with Mr. Woldemariam what
18 conditional good standing meant?

19 A Yes, I did.

20 Q Did you -- was that a telephonic
21 discussion or was that by email?

22 A Let's see here, yes, it was an email

1 on the 17th, the third paragraph, and then I
2 informed the same day the District that they were
3 conditionally in good standing.

4 Q Did Mr. Woldemariam give you any
5 indication of what his intentions were about the
6 coming invoice or the due invoice?

7 A Mr. Mehari always tells me I paid, I
8 paid, I paid. And I think he -- that's what it
9 is. It's just he is -- and I cannot -- I don't
10 think we understand each other when it comes to
11 his invoices and what is outstanding and him
12 providing me proof of payment.

13 I'm more than willing to release
14 anyone from suspension as long as I get proof of
15 payment. If you provide me proof of payment, a
16 copy of a check from and back, bank statement,
17 whatever, but I cannot get that information.

18 Q As a general course of business, do
19 you require RDO services to notify you when
20 payments are made?

21 A So when an establishment is especially
22 in delinquent status, I put on the delinquency

1 notice "If you have made payment, provide me
2 proof of payment." I have informed all
3 establishments the easiest way to do it is that
4 when they go into the accounting office, they can
5 make a photocopy of the check. The accounting
6 office will date stamp it and they can take a
7 photocopy of it and send it to me. I will
8 immediately take them off of the delinquency list
9 off the suspension list. And that, you know,
10 stops any action.

11 MR. FARMER: Mr. Chairman, no further
12 questions, at this time.

13 CHAIRPERSON ANDERSON: Any questions
14 by any Board Members? Yes, Mr. Alberti?

15 MEMBER ALBERTI: So, Ms. Smith, I want
16 to go back to, I think, something that you and
17 Mr. Farmer were probably talking passed each
18 other. You weren't understanding his question.
19 I think I understood what Mr. Farmer's question
20 was and so I'm going to kind of ask it in a
21 different way.

22 THE WITNESS: Okay.

1 MEMBER ALBERTI: All right. So the
2 premise here is that we have a disputed invoice.
3 Okay?

4 THE WITNESS: Yes.

5 MEMBER ALBERTI: So the dispute, you
6 are made aware of it. You are the person who is
7 made aware of the dispute, right?

8 THE WITNESS: Yes.

9 MEMBER ALBERTI: All right. And it's
10 your responsibility to research that?

11 THE WITNESS: Yes.

12 MEMBER ALBERTI: And part of your
13 research may be contacting this other office, the
14 OCF, is it?

15 THE WITNESS: The OCFO?

16 MEMBER ALBERTI: Yes, OCFO. I mean,
17 that's part of your research, but you are
18 responsible. Is that correct?

19 THE WITNESS: I may not have to
20 contact the OCFO's office.

21 MEMBER ALBERTI: No, fine, but you do
22 whatever you do --

1 THE WITNESS: Yes.

2 MEMBER ALBERTI: -- because you are
3 responsible for doing the research?

4 THE WITNESS: Yes.

5 MEMBER ALBERTI: Okay. You do the
6 research. You figure out what the correct value
7 -- what the correct amount is, right?

8 THE WITNESS: Yes.

9 MEMBER ALBERTI: Okay. Let's say
10 during your research the due date has passed or
11 it is coming up, let's say the due date is coming
12 up while you -- you know, before you -- let's say
13 you have -- all right.

14 How do I say this? You do your
15 research. You figure out what the correct amount
16 is. How do you set the due date?

17 THE WITNESS: The due date stays the
18 same and that invoice will remain on the OCFO's
19 books and the report for the due date it was
20 initiated at.

21 MEMBER ALBERTI: Okay.

22 THE WITNESS: It will always stay on

1 that date until it is paid or adjusted.

2 MEMBER ALBERTI: So what happens if
3 you don't tell them the correct amount until
4 after the due date?

5 THE WITNESS: That's just how it is.
6 They are not going to change anything without
7 paperwork.

8 MEMBER ALBERTI: So then they are
9 considered delinquent, even though they didn't
10 know what the correct amount was?

11 THE WITNESS: Well, they -- it -- the
12 delinquency is for us, not so much for them.
13 They are just giving us the information.

14 MEMBER ALBERTI: Okay. All right. So
15 okay. So we have a due date and then we have a
16 date when you tell -- when you consider them
17 delinquent. Is that correct?

18 THE WITNESS: There is the due --
19 based on the report they give me, there --

20 MEMBER ALBERTI: There is --

21 THE WITNESS: -- it's the due date.

22 MEMBER ALBERTI: -- a due date. There

1 is a due date.

2 THE WITNESS: Yes.

3 MEMBER ALBERTI: All right. And now
4 you have this thing in dispute, right?

5 THE WITNESS: Yes.

6 MEMBER ALBERTI: And you are going to
7 research it and throw out the correct amount.
8 All right. When do you -- based on that timing,
9 when do you decide whether or not it is
10 delinquent?

11 THE WITNESS: The due date. If it's
12 not paid by the due date that is on the invoice.

13 MEMBER ALBERTI: So you are expecting
14 them to pay the incorrect amount by the due date?

15 THE WITNESS: No. If there is an
16 issue with the invoice --

17 MEMBER ALBERTI: Right.

18 THE WITNESS: -- they -- I ask them
19 not to pay it.

20 MEMBER ALBERTI: Right. So when do
21 you say -- when do you decide that they are
22 delinquent? They haven't paid it. When do you

1 decide that they are delinquent?

2 THE WITNESS: So what I do is I
3 research it, correct the problem.

4 MEMBER ALBERTI: Um-hum.

5 THE WITNESS: Once the problem is
6 corrected and if there is still a balance --

7 MEMBER ALBERTI: Um-hum.

8 THE WITNESS: -- then after it is
9 corrected, the invoice is adjusted. Then I tell
10 them, okay, now you can pay that invoice.

11 MEMBER ALBERTI: Okay.

12 THE WITNESS: Then it becomes payable.

13 MEMBER ALBERTI: Then it becomes
14 payable. How much time do you give them to pay
15 it past that date?

16 THE WITNESS: About a week.

17 MEMBER ALBERTI: About a week?

18 THE WITNESS: Yes.

19 MEMBER ALBERTI: Okay. So you do give
20 them a grace period once --

21 THE WITNESS: Oh, definitely.

22 MEMBER ALBERTI: -- if it's past the

1 due date, that there is a balance decided, you
2 give them a week to pay it. Okay.

3 THE WITNESS: And in the beginning I
4 tell them that it is going to take two to three
5 months for it to be corrected.

6 MEMBER ALBERTI: Okay. All right.
7 That's not really part of my concern with this
8 case. I just wanted to clear that air --

9 THE WITNESS: Okay.

10 MEMBER ALBERTI: -- because I was
11 curious and I think Mr. Farmer was curious.

12 THE WITNESS: Okay.

13 MEMBER ALBERTI: So just trying to --
14 at any rate, so I want to go back to report --
15 okay, I just want to make sure I have this, Case
16 No. 18-CMP-00049 and I will ask Mr. Adams to step
17 in if I have this incorrect.

18 But the dates during which the -- you
19 are alleging -- it is being alleged that there
20 was no RDO is January 25th through the 28th,
21 correct? Is that correct?

22 MR. ADAMS: That's right.

1 MEMBER ALBERTI: All right. So--

2 MR. ADAMS: I'm sorry, Mr. Alberti.

3 MEMBER ALBERTI: That's all right. So
4 18-CMP-00050, the dates that it is being alleged
5 that there was no RDO was January 12th through
6 January 14th, correct?

7 MR. ADAMS: That's correct.

8 MEMBER ALBERTI: Okay. So just I
9 wanted to make sure we're clear, because we have
10 the numbers are kind of out of order, but that's
11 no problem.

12 MR. ADAMS: I see.

13 MEMBER ALBERTI: I just wanted to make
14 sure --

15 MR. ADAMS: Understood.

16 MEMBER ALBERTI: -- we are all on the
17 same page. All right. So I am now going to
18 focus on 18-CMP-00050 where -- the charges that
19 there was no RDO on January 12th through January
20 14th. Okay. On January 9th, you sent Mr.
21 Woldemariam an email and would you tell me, sort
22 of describe the table at the bottom, what the

1 information in the table at the bottom is for me?

2 THE WITNESS: Sure. That table is --

3 MEMBER ALBERTI: Okay. Wait, wait.

4 I want everybody to catch on. This is in the
5 January package. There is an email dated January
6 9th that is probably about five or six pages in.

7 MEMBER SILVERSTEIN: At 6:13 p.m.?

8 THE WITNESS: Yes.

9 MEMBER ALBERTI: 6:13 p.m.

10 MEMBER SILVERSTEIN: All right.

11 THE WITNESS: That is a copy and paste
12 directly from the report that the OCFO sends me.

13 MEMBER ALBERTI: Okay. So this table
14 -- this email, the bottom of this email was
15 included in the January 9th email. Is that
16 correct? Am I understanding this correctly?

17 THE WITNESS: Well, so what happens is
18 that it actually came from --

19 MEMBER ALBERTI: I don't --

20 THE WITNESS: -- January 4th.

21 MEMBER ALBERTI: All right. No, I got
22 that. I got that. But what information was sent

1 on January 9th?

2 THE WITNESS: That was the suspension
3 notice.

4 MEMBER ALBERTI: Right. And did it
5 include this information from January 4th?

6 THE WITNESS: Yes.

7 MEMBER ALBERTI: Okay. All right. So
8 the January 9th -- so what I'm looking at is the
9 January 9th information email, right?

10 THE WITNESS: Yes.

11 MEMBER ALBERTI: It has -- you have
12 copied something from a previous email into it,
13 but what I'm looking at is the email sent on
14 January 9th?

15 THE WITNESS: Correct.

16 MEMBER ALBERTI: Great. Thank you.
17 So on January 9th a suspension notice and you
18 provided him on January 9th with that table that
19 is at the bottom?

20 THE WITNESS: Yes.

21 MEMBER ALBERTI: Correct? Would you
22 tell me -- would you describe the -- well, I'm

1 going to try to just do this quickly. Okay.

2 That table has three lines, correct?

3 THE WITNESS: Yes.

4 MEMBER ALBERTI: One is for Invoice
5 5281 and the balance due is \$41.66?

6 THE WITNESS: Right.

7 MEMBER ALBERTI: All right. It has --
8 it lists Invoice 5314 and a balance due of
9 \$111.08.

10 THE WITNESS: Yes.

11 MEMBER ALBERTI: It has Invoice 5342
12 with a balance of \$1,055.26.

13 THE WITNESS: Yes.

14 MEMBER ALBERTI: Correct? Right?

15 THE WITNESS: Yes.

16 MEMBER ALBERTI: All right. And that
17 was -- you are telling this on January 9th, right?

18 THE WITNESS: Yes.

19 MEMBER ALBERTI: And he was suspended
20 as of what date?

21 THE WITNESS: Well, that chart was
22 done on January 4th. The suspension was on

1 January 9th.

2 MEMBER ALBERTI: I know. Okay. So he
3 was suspended on January 9th. He was given the
4 information on January 9th and suspended on
5 January 9th, right?

6 THE WITNESS: No. He was given the
7 information --

8 MEMBER ALBERTI: On January 4th.

9 THE WITNESS: -- the 4th.

10 MEMBER ALBERTI: Right. All right.
11 On January 4th he was given that information. On
12 January 9th, you suspended him and reminded him of
13 that information?

14 THE WITNESS: Yes.

15 MEMBER ALBERTI: All right. Good.
16 Thank you. And the alleged violation occurred
17 three days later on January 12th, correct?

18 THE WITNESS: Yes.

19 MEMBER ALBERTI: All right. Mr.
20 Woldemariam wrote you a check on January 16th for
21 \$152.76, which is the total of Invoices 5314 and
22 5281. Is that correct?

1 THE WITNESS: Yes.

2 MEMBER ALBERTI: All right. So it was
3 after the suspension, right --

4 THE WITNESS: Yes.

5 MEMBER ALBERTI: -- went into effect
6 and after this alleged violation that he finally
7 paid --

8 THE WITNESS: Yes.

9 MEMBER ALBERTI: -- two of those
10 invoices?

11 THE WITNESS: Correct.

12 MEMBER ALBERTI: Right. On January
13 16th, he gave you a check for \$1,277 and some
14 cents. Is that correct?

15 THE WITNESS: Correct.

16 MEMBER ALBERTI: All right. So even
17 if you had a mind to, you couldn't apply that
18 amount to the other -- the invoice that was still
19 outstanding, which was, you know, after he wrote
20 these checks on January 9th. There were three
21 outstanding. He paid two of them later. But on
22 January -- so as of the dates and these

1 allegations, he owed you three invoices, correct?

2 THE WITNESS: Correct.

3 MEMBER ALBERTI: And even after
4 January 16th -- all right. All right. So and let
5 me step back. So this January 16th check that was
6 for a different invoice that you are not -- you
7 weren't charging him with, at that time, but even
8 if you had a mind to apply it to the \$1,055 and
9 some cents outstanding, you couldn't, because it
10 didn't come in until after this alleged
11 violation, right?

12 THE WITNESS: Correct.

13 MEMBER ALBERTI: Thank you. I have no
14 further questions.

15 CHAIRPERSON ANDERSON: Ms. Smith --

16 THE WITNESS: Thank you.

17 CHAIRPERSON ANDERSON: I'm sorry, any
18 other questions by any other Board Members? No?

19 Ms. Smith, so when you sent this email
20 out on January 4th and January -- and then also on
21 January 9th, what response, if any, did you
22 receive from the licensee?

1 THE WITNESS: None.

2 CHAIRPERSON ANDERSON: Were -- did you
3 have any conversation at any point with him why
4 is it that these invoices, I guess the invoices,
5 dated 11/21/17, 11/29/17 and 11/30 -- 20, why --
6 let me ask you a question.

7 On that document there is a column.
8 You have the invoice, the invoice number, the
9 Heaven & Hell and then say for example the
10 11/21/17, it has a 12/21/17, what's that date?

11 THE WITNESS: I'm sorry, which one are
12 you looking at?

13 CHAIRPERSON ANDERSON: I'm looking at
14 the -- your email from January 4th, which is
15 included in the email from January 9th.

16 THE WITNESS: Yes.

17 CHAIRPERSON ANDERSON: And the invoice
18 see on the first line it says 11/21/17, Invoice
19 5281, Heaven & Hell and it has 12/21/17, what's
20 that date?

21 THE WITNESS: That's the due date.

22 CHAIRPERSON ANDERSON: All right. And

1 the invoice from 11/29/17 was due on 12/29/17.

2 Is that correct?

3 THE WITNESS: Yes.

4 CHAIRPERSON ANDERSON: And the invoice
5 from 11/30/2017 was also due on 12/30/2017. Is
6 that correct?

7 THE WITNESS: Yes.

8 CHAIRPERSON ANDERSON: Were any of
9 these invoices disputed by the licensee?

10 THE WITNESS: No.

11 CHAIRPERSON ANDERSON: So the
12 communication that you have had with him
13 regarding past due or disputed invoices they did
14 not cover any of these dates?

15 THE WITNESS: Not to my recollection.

16 CHAIRPERSON ANDERSON: So as far as
17 you are concerned, that these are invoices that
18 he did not have any dispute with, so they should
19 have been paid timely. Is that correct?

20 THE WITNESS: (No audible answer.)

21 CHAIRPERSON ANDERSON: So that's the
22 invoice from 11/21, 11/29 and 11/30.

1 THE WITNESS: Let's see here, I'm
2 sorry, he did on January 17th. Well, he -- I
3 believe he must have called me on January 16th,
4 because on January 17th, I sent him an email and
5 I said in regards to our telephone conversation
6 on yesterday. So he began -- a lot of times when
7 invoices are due or past due, he will call me and
8 say the invoice is wrong. He has a habit of not
9 telling me what date, what time, what the issue
10 is, so I will stop my other work and I went
11 through every single invoice for the month of
12 December to research it, to find out what
13 invoices had issues or problems.

14 CHAIRPERSON ANDERSON: Now, is -- has
15 -- is he informing you that he has a concern
16 before or after the due date of the invoice?

17 THE WITNESS: It's usually after.

18 CHAIRPERSON ANDERSON: All right.

19 MEMBER ALBERTI: May I ask just a
20 couple more questions?

21 CHAIRPERSON ANDERSON: Hold on, hold
22 on, Mr. Alberti. Any questions by any other

1 Board Members? Go ahead, Mr. Alberti.

2 MEMBER ALBERTI: So Ms. Smith,
3 continuing on, so he calls you on January 17th?

4 THE WITNESS: On January 16th.

5 MEMBER ALBERTI: 16th? All right.
6 Which was seven days after the suspension notice,
7 right?

8 THE WITNESS: Yes.

9 MEMBER ALBERTI: And after January
10 14th?

11 THE WITNESS: Yes.

12 MEMBER ALBERTI: The day of the
13 allegation, right? So that's the first time he
14 calls you and says well, I think there is a
15 problem some place, right?

16 THE WITNESS: Yes.

17 MEMBER ALBERTI: All right. I'm going
18 to float a hypothesis here and you can choose not
19 to answer it. All right. The next date that he
20 is charged is January 25th and January 28th, he is
21 alleged to have not had RDO, correct?

22 THE WITNESS: Yes.

1 MEMBER ALBERTI: But in the interim,
2 he gave you a check for -- on January 16th for
3 \$1,255 or something like that, right?

4 THE WITNESS: Yes.

5 MEMBER ALBERTI: Am I correct? Let me
6 get the correct amount.

7 MR. ADAMS: For the record it was
8 \$1,277.

9 THE WITNESS: Yes. \$1,000 --

10 MEMBER ALBERTI: \$1,277 and some
11 change, Check No. 4032. He gave you that, that
12 was submitted -- well, it's dated January 16th,
13 correct?

14 THE WITNESS: Correct.

15 MEMBER ALBERTI: All right. It looks
16 like it was received January 16th, too, correct?

17 THE WITNESS: Right.

18 MEMBER ALBERTI: This is my question,
19 you can choose not to answer it if you don't feel
20 comfortable, but is it possible that he thought
21 that this was applying to the outstanding balance
22 of \$1,055 and some cents?

1 THE WITNESS: (No audible answer.)

2 MEMBER ALBERTI: Because at that time,
3 at this time on January 16th, he still owed you at
4 least \$1,055 and some cents for Invoice 1055.
5 Before you answer that, I'm going to ask you
6 another question.

7 He has never -- you have never
8 received a check that says in the notes that it
9 was for Invoice 5342, have you?

10 THE WITNESS: Not the \$1,277.

11 MEMBER ALBERTI: No, no. Have you
12 ever gotten a check from Mr. Woldemariam that
13 says it was for Invoice 5342, the \$1,055.26?

14 THE WITNESS: I would have to look at
15 the attachments. I don't see it in January.

16 MEMBER ALBERTI: Okay. That's good
17 enough. All right. Because we are really
18 talking about January. All right. So you didn't
19 see it as of January, right? But it's possible
20 on the 16th when he wrote his check, he thought he
21 was paying for 5342. Even though he didn't put
22 that in the notes, I mean, he clearly, in the

1 notes for, on January 16th told you he was paying
2 on Check 4032, he told you he was paying for
3 Invoice 5453, the disputed invoice, right?

4 THE WITNESS: Yes.

5 MEMBER ALBERTI: Clearly he told you.
6 But that was on January 16th. He could have
7 thought he was paying for the 1055 amount due on
8 Invoice 5342. Is that possible?

9 THE WITNESS: I don't know what his
10 thoughts was, sir.

11 MEMBER ALBERTI: Okay. That's fine.
12 I just wanted to put that out there. All right.
13 Thank you. I have no further questions.

14 THE WITNESS: Can I make a statement?

15 CHAIRPERSON ANDERSON: No, ma'am.

16 These are questions.

17 MEMBER ALBERTI: Do you have anything
18 else to add?

19 CHAIRPERSON ANDERSON: Mr. --

20 MEMBER ALBERTI: No. All right. No,
21 please. Okay. I'm sorry.

22 CHAIRPERSON ANDERSON: No.

1 MEMBER ALBERTI: I'm going to withdraw
2 that question.

3 CHAIRPERSON ANDERSON: No. Mr.
4 Farmer, any questions based on the questions that
5 were asked by the Board?

6 MR. FARMER: No.

7 CHAIRPERSON ANDERSON: Mr. Adams?

8 MR. ADAMS: I do not have any further
9 questions.

10 CHAIRPERSON ANDERSON: Thank you very
11 much for your testimony, ma'am. You can step
12 down.

13 THE WITNESS: Thank you.

14 MR. ADAMS: And is the witness excused
15 as well?

16 CHAIRPERSON ANDERSON: You are excused.
17 (Whereupon, the witness was excused.)

18 MR. ADAMS: Thank you.

19 CHAIRPERSON ANDERSON: Any other
20 witnesses by the Government?

21 MR. ADAMS: The Government has no
22 further witnesses, Mr. Chairman, and closes -- it

1 proposes to close its case.

2 CHAIRPERSON ANDERSON: All right. You
3 want to -- all right. Then your documents?

4 MR. ADAMS: Yes. Mr. Chairman, just to
5 readdress the earlier issue, we have sought, the
6 District had moved what is marked as District's
7 Exhibits 102 and 103 into evidence and it was
8 disputed at the time by Mr. Farmer. At the time,
9 there was not any evidentiary grounds, but just
10 on the basis of timing, we believe that in terms
11 of the evidentiary value of it, it's very
12 relevant.

13 It literally is documentation of the
14 payments of -- essentially -- of essentially the
15 accounting that was created by the reimbursable
16 detail officer. It provides at least a temporary
17 history of payments of notices of amounts owed of
18 the invoices themselves and it allows the Board
19 to make a determination of whether payments were
20 done in a timely manner ultimately to -- to the
21 ultimate question whether the suspensions were
22 proper.

1 CHAIRPERSON ANDERSON: Mr. Farmer?

2 MR. FARMER: I am uncomfortable
3 because I have not really had the opportunity to
4 review each and every item on this. However, in
5 order to move this along, I will accept these
6 documents and address certain issues in my
7 closing statement.

8 CHAIRPERSON ANDERSON: All right.
9 Thank you. So moved.

10 (Whereupon, the above-
11 referred to documents were
12 received into evidence as
13 Complainant Exhibit No. 102
14 and 103 with attachments.)

15 CHAIRPERSON ANDERSON: So, Mr. Adams,
16 you will provide the Board, I think, a redacted
17 to complete the record at some point. When do
18 you believe that you can provide us a redacted
19 version of all the documents that need to be
20 submitted?

21 I think -- I thought you said you also
22 want to redact 103. I know for 101 it needs to.

1 MR. ADAMS: Yes. The District intends
2 to redact all of the Exhibits 101, 102 and 103.
3 I can -- Mr. Chairman, I can provide that by
4 Friday.

5 CHAIRPERSON ANDERSON: All right. So
6 provide us a copy and also provide Mr. Farmer.
7 So yeah, yeah, just do -- yeah, that's fine.
8 Provide us a copy and provide also Mr. Farmer a
9 copy of the documents. So to complete the
10 record, we will have these documents. Okay.

11 Does the District rest?

12 MR. ADAMS: The District rests its
13 case.

14 CHAIRPERSON ANDERSON: All right. Mr.
15 Farmer, do you have a witness you wish to call?

16 MR. FARMER: I do not.

17 CHAIRPERSON ANDERSON: Your -- how do
18 you present to -- you are just what making
19 arguments? You want to make a closing statement
20 or do you want to -- well, I guess you have to
21 make a closing, because you're an attorney, if
22 you are going to -- I would have to swear you in.

1 So I guess you are just going to make closing
2 arguments? You are presenting your case as
3 arguments?

4 MR. FARMER: Correct.

5 CHAIRPERSON ANDERSON: So I guess it's
6 best then to -- for us to have the Government
7 close its -- make its closing statements. You
8 will make your arguments and then I'll give the
9 Government an opportunity to make a --

10 MR. FARMER: Mr. Chairman, I guess in
11 the interest of time, if Mr. Adams makes a
12 closing statement, I'll make a closing statement
13 as well and then the Board can proceed with its
14 business.

15 CHAIRPERSON ANDERSON: Well, what I --
16 normally what happens is the Government closes
17 its case. It issues a closing argument. Then
18 you will issue a closing argument. But because
19 the Government has the burden, and I don't know
20 what it is. I think if there was testimony to be
21 made, then I would say the Government has a good
22 idea what the defense is, so they can respond.

1 But since you have not presented any case, the
2 Government is going to close.

3 He has no idea what you are going to
4 argue, so I think I need to give him an
5 opportunity, at least through arguments, to
6 respond to, if he thinks it's appropriate through
7 argument, again because he has the burden,
8 whatever factual or legal allegations were made
9 that the Government needs to, because of course
10 you don't need to say anything.

11 I mean, they have the burden, so you
12 can say he didn't meet his burden and so,
13 therefore, then the Board would have to make its
14 decision based on what was presented, because you
15 don't have to provide. The Government, it's
16 their burden to prove that the violation that
17 there haven't been -- that you have been charged on
18 -- of, that they have proven their case that you
19 are guilty of a violation.

20 I'm not going to give him another --
21 I'm not going to give him half an hour to go back
22 through your case. I'll give him a reasonable

1 period of time to respond. So he will make his
2 closing argument. I'll give you your period of
3 time and I'll give him probably maybe five
4 minutes to, if he wants, say something.

5 He might elect that he doesn't -- he
6 has nothing to say. So are we in agreement?

7 MR. ADAMS: The District is in
8 agreement.

9 CHAIRPERSON ANDERSON: Are we in
10 agreement that the Government will make its
11 closing statement? Because that the Government
12 will make its closing statement, you will make
13 your closing statement and I'll give the
14 Government an opportunity to respond.

15 MR. FARMER: Correct.

16 CHAIRPERSON ANDERSON: All right. So,
17 Mr. Adams?

18 MR. ADAMS: All right. Thank you, Mr.
19 Chairman. First of all, I want to thank you, Mr.
20 Chairman and Members, for taking the time out to
21 listen to this case. At the surface, it seems
22 like a very simple case, but, of course, there is

1 always a devil in the details and that's really
2 what this case really comes down to are in the
3 details.

4 And that's not a pun on reimbursable
5 detail, but that's where it is.

6 All right. So let me start with Case
7 18-CMP-00050 in terms of chronology.

8 There is really no dispute of the
9 underlying facts. The underlying facts are that
10 on -- in a period between January 12th and January
11 14th, the establishment, Green Island, did not
12 have a reimbursable detail. And reimbursable
13 detail was not in front of the establishment as
14 required by the Board.

15 Specifically, the requirement is from
16 the license, for the Board's license, which is
17 seen within the exhibits to the investigative
18 reports, well, specifically 50, that the Board
19 can make reference to is Order No. 2017-439 that
20 requires this establishment to hire at least two
21 officers from MPD reimbursable detail between --
22 for four hours on Thursdays through Sundays.

1 And there is no dispute that on
2 January 12th through 14th, which was a Friday
3 through the Sunday, that there was no -- that no
4 reimbursable detail was there and that
5 Investigator Dantzler observed that.

6 Furthermore, there is no dispute that
7 -- so actually let me finish that -- this case
8 all the way through.

9 So when we -- what I tried to do, what
10 the Government tried to do, was doing here is try
11 and assure that the Board understood
12 unequivocally that there was a reason for there
13 not being reimbursable detail and that was
14 because the establishment had not paid -- had
15 made timely payments for their detail.

16 As Ms. Smith testified that there is--
17 is that at the very beginning when she provided
18 information to this establishment that, number
19 one, they must pay within the terms of their
20 agreement, they have to pay the invoice by the
21 due date of the invoice.

22 And as you can see from the records,

1 each of those invoices due have a due date and
2 that they are given 30 days to pay and that she
3 will then provide delinquency notice if the
4 establishment doesn't pay within that period.

5 And then she also ultimately has --
6 will suspend the establishment. For that first
7 case that she documented, she documented a period
8 where -- of how much was owed. I did go into
9 detail about why it was owed, because there was a
10 prior suspension in December in which there was
11 an amount that was carried over into January, so
12 I felt that was necessary just to close that out.

13 But bottom line is that for Invoice
14 5281, that was issued back in November 21st, that
15 by December 21st it wasn't paid. That for Invoice
16 -- or it was paid partially based upon the OCFO
17 and her office providing a credit based upon a
18 separate payment.

19 For Invoice 5314, it was due December
20 29th. It was issued November 29th and due December
21 29th. It was not paid by that time.

22 And for Invoice 5342, it was due on

1 December 30th and was not paid by December 30th.

2 You have before you information from
3 January 4th that shows that Ms. Smith provided
4 information to the establishment that they were
5 past due and to give them some period to make
6 those payments and that no payment was made by
7 January 9 and so suspension was imposed by
8 January 10th.

9 As a result, no payment was made until
10 January 16th, so by -- so essentially that period,
11 that gap period of January 12th and January 14th,
12 that's exactly the period of suspension and that
13 the District has established the reason for the
14 suspension and that that suspension was justified
15 and, therefore, because the suspension was
16 justified due to the nonfeasance of the
17 establishment's owner of the establishment, that
18 therefore they are not in compliance with the
19 Board's Order to hire the detail.

20 All you have to do is make sure that
21 you are on top of those payments.

22 Furthermore, that goes to Case No.

1 00049, which is for -- as the testimony from
2 Investigator Dantzler establishes that between
3 January 25th, Thursday, January 25th and January
4 28th, again, the establishment did not provide --
5 did not have a detail there. Why? And again,
6 why did they not have a detail? Because on
7 January 23rd they were suspended. Why were they
8 suspended? Because they did not pay adequate
9 amounts based upon -- again, Invoice 5342, which
10 is already -- they are already informed of, which
11 is a partial reason for their suspension on
12 January 10th, still was no payment for that
13 specific invoice.

14 And then there is Invoice 5403, again
15 which was due on January 13th, by January -- they
16 had 30 days to pay that. 10 days later, they had
17 still not paid that invoice. Essentially, yes,
18 in order for them to be on time, they -- if their
19 invoices are coming out every two weeks, so
20 should their payments be coming out. And those
21 payments simply were not made in a timely manner.

22 So what you have here is that there is

1 documentation of each of these steps that Ms.
2 Smith has made. Her testimony is credible. The
3 -- everything that she says is supported by some
4 form of documentation.

5 The only thing that -- and one of the
6 things I want and going for both cases, there is
7 a potential hazard here. The potential hazard is
8 that a person could -- can create their own
9 controversy. And this is where I'm going with
10 this Board is that essentially there is an
11 invoice that is issued. You get the invoice. If
12 you are -- if -- it's done on a biweekly basis,
13 you paid that invoice on that number and then you
14 are done with it.

15 However, what you see here is that the
16 establishment pays some invoices on time. I
17 mean, sorry. Let me withdraw that.

18 Pay some invoices, imprecise numbers,
19 the invoice numbers, but then sometimes they pay
20 other invoices and not the invoices that may be
21 due. So essentially what occurs is that the
22 establishment by either negligence or

1 purposefully or whatever is making imprecise
2 payments that potentially throws off the whole
3 system and creates a bit of accounting confusion.

4 As a result, the Board can notice that
5 and understand that there is a recklessness
6 involved in doing -- in making payments in that
7 method, but unfortunately that's what we have
8 here. So we can't reward the establishment for
9 essentially using poor practices, poor accounting
10 practices.

11 So this gives -- and the reason I make
12 that mention, so first of all, for what we have
13 already mentioned, in each instance, there -- for
14 those invoices, for Case 18-CMP-00050, there was
15 no payments, no payments that were provided in a
16 timely basis. And there is no proffer or proof
17 of payments.

18 For Case 18-CMP-00049, there was a
19 payment; however, this is where we get into this
20 issue of being confusion.

21 So first of all, so in that case in
22 and of itself, there was no specific payments as

1 of December 23rd, even by December 30th for the
2 invoices that were mentioned, specifically
3 Invoices 5342, which apparently there was never
4 evidence of their actually being payment for that
5 specific invoice or 5403.

6 But what is important, but what
7 happened here, this is where there is the "skewed
8 invoice" the five -- Invoice 5453 in which on
9 January 16th the establishment paid \$1,277.42.

10 So as -- if we don't credit the
11 establishment from essentially using bad
12 practices, we understand that on January 3rd well
13 before the payment was made, Ms. Smith told the
14 establishment this is still under investigation.
15 I understand what you are telling me about this
16 excuse, but this is still under investigation.
17 So there was no obligation for him to make any
18 form of payment. In fact, that payment wasn't
19 even due by the time that it was paid or that the
20 check came in.

21 So if we look at it from a standpoint
22 that you don't give the establishment credit,

1 then, at that point, the establishment owes the
2 amount of those two invoices essentially up to
3 \$1,800 or in the ballpark of \$1,800. That's the
4 -- that's if we look at it in the worst case
5 scenario.

6 But let's -- if we look at it in a
7 more equitable standpoint, let's essentially, at
8 that time, provide -- if we were to provide the
9 credit at that time, the establishment still
10 underpays the amount that was due -- that was
11 under due by over a 30 day period, thus
12 justifying a suspension.

13 If we were to still give him credit,
14 he would still -- the establishment would still
15 be owed -- be owing MPD \$638.71, if we give him
16 that credit. So there -- so either way, either
17 looking at it from a standpoint that the
18 establishment used bad practices in paying the
19 "disputed amount" or if we give them that credit
20 and say we understand that sometimes people can
21 get confused, either way he is still not -- the
22 establishment still did not meet its obligation

1 and therefore for both cases -- sorry, for in
2 particular Case No. 18-CMP-00049, he is liable.

3 Essentially, the time for payment
4 doesn't come at the time of the delinquency
5 notice. It doesn't come at the time after the
6 suspension comes. It comes at the time of the
7 invoice and the establishment is simply ignoring
8 the invoices and making conclusory, unsupported
9 statements regarding payment simply isn't enough
10 for the Board to go on -- to rely upon.

11 What you have instead are reliable
12 records and testimony from our witnesses. And so
13 therefore, the establishment is liable for both
14 cases.

15 CHAIRPERSON ANDERSON: And so what is
16 it that you are asking us to do as far as
17 penalty?

18 MR. ADAMS: For both cases or for -- in
19 that case, at this juncture, this will be the
20 establishment's second primary tier violation.
21 Under statute that is within the range of \$2,000
22 to \$4,000. So for each -- for Case 18-CMP-00050,

1 we ask for a \$4,000 fine and for -- and also for
2 Case No. 18-CMP-00049, we also ask for a \$4,000
3 fine.

4 CHAIRPERSON ANDERSON: Mr. Farmer?

5 MR. FARMER: Yes. Let me begin by
6 saying that let's be very clear about what the
7 establishment's intentions were. This system as
8 designed, their RDO system, while Ms. Smith
9 explained it to the best of her ability, is not
10 easily understood in terms of payment and what is
11 due.

12 And also I think the billing practices
13 listening to her testimony are somewhat irregular
14 and not consistent. She pointed out that the --
15 that he had signed the agreement, but again in
16 terms of resolving any disputes about billings,
17 she indicates that they tell him not to pay until
18 that dispute is resolved, but she also indicates
19 that that dispute may not be resolved for four to
20 six months.

21 At that point, the establishment has
22 outstanding bills with -- on the RDO program,

1 which they want and intend to pay. It may be
2 late. It may be -- but there is no intention
3 here of defrauding or not paying or not meeting
4 their obligation.

5 The issue which was difficult to deal
6 with her is one of timeliness. Everyone is
7 expected to pay their bills on time, but again,
8 there is also -- you should consider the amount
9 of effort it takes to determine whether those
10 bills are actually final.

11 And again, because the excuses are
12 ongoing and there are concerns about the adequacy
13 of the program, i.e., the officers not showing
14 up, officers being misplaced, I don't -- we don't
15 know how those disputes were ever -- are ever
16 resolved, if they are resolved.

17 Again, the intention here for that in
18 the period of suspension, I mean, basically he
19 faces somewhat of a double jeopardy, if you will.
20 Not only does he have to pay for the RDO, if the
21 bill is disputed, his payments aren't counted.
22 And then but the end of that is if he is found to

1 be right in that dispute, the credits themselves
2 come in late, which again puts the rest of the
3 bills in jeopardy.

4 We don't know -- he did not know when
5 and where credits were going to be applied, even
6 though he was being told they were coming. So
7 given that -- this scenario as stated, I guess my
8 argument is really made in equity. I don't think
9 this should be just regarded as a simple case of
10 misfeasance.

11 I think there is an, like Ms. Smith
12 also stated, adequate communication between the
13 parties, if you will, between the Government and
14 Mr. Woldemariam, particularly in the notion of
15 dispute resolution and application of any credits
16 that are due.

17 Albeit that the payments are made
18 late, the payments are being made. There is no
19 sense of not doing it. The suspension is -- to
20 my mind, the adequate thing to do is we would
21 have suspensions -- the suspension would not come
22 until the attempted to resolve those issues

1 before having him pay the further bills.

2 Even to this day, we have got a
3 notification problem in terms of he makes a
4 payment, there is a lag time between those
5 payments going to Ms. Smith. That is a problem
6 and it has been a problem throughout this
7 program.

8 So if there is a dispute, he is told
9 not to pay the bill. He pays it anyway and is
10 awaiting credits. If he sees again another bill
11 without the credits, it is going to be in
12 dispute. It's not his intention to not pay.
13 It's not his intention not to have the RDO in
14 place.

15 Again it is a matter of trying to get
16 the accounting straight. And from the
17 establishment's standpoint, that accounting has
18 not been straight from the inception of this
19 program. Those issues have been raised again and
20 again. We can't dispute the fact that he was on
21 suspension in both cases during the time of the
22 alleged violation.

1 There is no dispute there. But again,
2 as a matter of equity, I think the Board has to
3 recognize his intent is again not to evade or --
4 but to pay his fair share, to pay his obligation
5 under the agreement. And with that, I'll rest.

6 CHAIRPERSON ANDERSON: Do you need --
7 do you want -- do you have -- you have a couple
8 of minutes, Mr. Adams, if you want to reply.

9 MR. ADAMS: The District doesn't --
10 will not offer anything further.

11 CHAIRPERSON ANDERSON: All right. The
12 record is now closed. Do the parties wish to
13 file proposed findings of fact and conclusions of
14 law or waive their right to do so?

15 MR. ADAMS: The District Waives its
16 right to do so.

17 CHAIRPERSON ANDERSON: Mr. Farmer?

18 MR. FARMER: Yes, we waive also.

19 CHAIRPERSON ANDERSON: As Chairman of
20 the Alcoholic Beverage Control Board for the
21 District of Columbia and in accordance with
22 Section 405 of the Open Meetings Amendment Act of

1 2010, I move that the ABC Board hold a closed
2 meeting for the purpose of seeking legal advice
3 from our counsel on Case No. 18-CMP-00049 and
4 Case 18-CMP-00050, Green Island Café/Heaven &
5 Hell, per Section 405(b)(4) of the Open Meetings
6 Amendment Act of 2010, and deliberating upon Case
7 No. 18-CMP-00049 and Case No. 18-CMP-00050, Green
8 Island Café/Heaven & Hell, for the reasons cited
9 in Section 405(b)(13) of the Open Meetings
10 Amendment Act of 2010.

11 Is there a second?

12 MEMBER SILVERSTEIN: Second.

13 CHAIRPERSON ANDERSON: I will now take
14 -- Mr. Silverstein has seconded the motion.

15 I will now take a roll call vote on
16 the motion before us now that it has been
17 seconded.

18 Ms. Wahabzadah?

19 MEMBER WAHABZADAH: I agree.

20 CHAIRPERSON ANDERSON: Mr. Silverstein?

21 MEMBER SILVERSTEIN: I agree.

22 CHAIRPERSON ANDERSON: Mr. Alberti?

1 MEMBER ALBERTI: I agree.

2 CHAIRPERSON ANDERSON: Mr. Cato?

3 MEMBER CATO: I agree.

4 CHAIRPERSON ANDERSON: Mr. Anderson?

5 I agree.

6 As it appears that the motion has
7 passed, I hereby give notice that the ABC Board
8 will hold a closed meeting in the ABC Board
9 conference room pursuant to the Open Meetings
10 Amendment Act of 2010 and issue an order within
11 90 days.

12 I would like to thank both parties for
13 their participation today and this matter is
14 adjourned. Thank you very much.

15 MR. ADAMS: Thank you, Mr. Chairman.

16 CHAIRPERSON ANDERSON: All right. It
17 is 1:44. I know that we are off for our 1:30
18 hearing. I will let all parties know that we
19 will be back at 2:15. Thank you.

20 MR. FARMER: Thank you.

21 (Whereupon, the Show Cause Hearing was
22 concluded at 1:43 p.m.)

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This is to certify that the foregoing transcript

In the matter of: Heaven and Hell

Before: DCABRA

Date: 12-12-18

Place: Washington, DC

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Court Reporter

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