

DISTRICT OF COLUMBIA
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ALCOHOLIC BEVERAGE CONTROL BOARD
+ + + + +
MEETING

IN THE MATTER OF: :
 :
Green Island Heaven and :
Hell, Inc., :
t/a Green Island Café/ :
Heaven & Hell :
2327 18th Street NW : Show Cause Hearing
Retailer CT - ANC 1C : (Consolidated)
License No. 74503 :
Case #18-CMP-00051 :
Case #18-251-00084 :
Case #18-251-00095 :
Case #18-251-00122 :
 :
(Failed to Comply with :
Board Order No. 2017-439):

Wednesday,
March 6, 2019

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

PRESENT:

DONOVAN W. ANDERSON, Chairperson
NICK ALBERTI, Member
BOBBY CATO, JR., Member
MIKE SILVERSTEIN, Member

ALSO PRESENT:

WALTER ADAMS, OAG

JONATHAN FARMER, Licensee's Counsel

MEHARI WOLDEMARIAM, Licensee

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

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WITNESS	DIRECT	CROSS	REDIRECT	RECROSS
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Mehari Woldemariam	107	122		125

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

9:56 a.m.

CHAIRPERSON ANDERSON: Our next case is Case No. 18-CMP-00051, Case No. 18-251-00084, Case No. 18-251-00095, Case No. 18-251-00122, Green Island/Heaven & Hell, License No. 74503.

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

MR. ADAMS: Good morning, Mr. Chairman. Walter Adams representing the District of Columbia.

CHAIRPERSON ANDERSON: Good morning, Mr. Adams.

MR. FARMER: Jonathan Farmer on behalf of Green Island.

CHAIRPERSON ANDERSON: Good morning, Mr. Farmer.

MR. WOLDEMARIAM: Mehari Woldemariam, Green Island.

CHAIRPERSON ANDERSON: Good morning, Mr. Woldemariam.

All right. Are there any preliminary

1 matters in this case?

2 MR. ADAMS: Yes, Mr. Chairman, there
3 are a couple preliminary matters. One is
4 logistical, the other one is substantive.

5 From a logistical standpoint, I
6 believe that last week the District of Columbia
7 provided exhibits for today's hearing and I
8 provided it within the link, I'm not sure if all
9 of the District's exhibits have been copied for
10 the Board yet. So I'm not sure if the Board is
11 ready.

12 The other logistical issue, Mr.
13 Chairman, is that the parties have discussed
14 stipulations. Would the Board prefer the
15 stipulations be handled after opening statements
16 or would you like that to be handled now?

17 CHAIRPERSON ANDERSON: You can -- why
18 not do the opening statements, so at least I know
19 what the case is about and then you can let me
20 know what the stipulations are. So I'll do it
21 that way. At least I can follow along, because
22 if you are stipulating, I don't -- if I don't

1 know what the case is about, I don't know what
2 you are stipulating to. All right.

3 MR. ADAMS: Thank you very much, Mr.
4 Chairman. Okay. Very well, Mr. Chairman. Thank
5 you. And would you like the District to start
6 with opening statements at this time?

7 CHAIRPERSON ANDERSON: Sure. Hold on
8 a minute.

9 MR. ADAMS: So I have no other
10 preliminary matter unless Mr. Farmer has --

11 CHAIRPERSON ANDERSON: Okay. Do you
12 have any preliminary matters, Mr. Farmer?

13 MR. FARMER: I do not.

14 CHAIRPERSON ANDERSON: All right. So
15 does the Government wish to make an opening
16 statement? And in this particular case, the
17 Government, and what I'll say you can -- in your
18 -- if you make the opening statement and then as
19 part of your opening statement --

20 MR. FARMER: Yes.

21 CHAIRPERSON ANDERSON: -- then you can
22 let me know. You can let me know what the

1 stipulations are.

2 MR. ADAMS: Thank you very much, Mr.
3 Chairman. Thank you, Mr. Chairman, Members of
4 the Board, for convening this hearing. This is a
5 combined hearing of four cases regarding this
6 establishment, the Green Island Café/Heaven &
7 Hell.

8 Members of the Board, this is a very
9 straightforward matter. Essentially, this is a
10 case regarding an establishment that has been
11 thumbing its nose at the direct orders of this
12 establishment to and has done it on repeated
13 basis.

14 Specifically what this establishment
15 has done is failed to comply with the singular
16 order, which is to maintain a reimbursable detail
17 for this establishment. And based upon that, the
18 nature of this, the Board should look at this
19 case in a very serious manner.

20 Preliminarily, Board Order No.
21 2017-439 requires this establishment to hire at
22 least two RDO officers for a minimum of four

1 hours from Thursday through Sunday nights. The
2 RDO officers purpose is to help maintain safety
3 for patrons of the establishment as well as to
4 maintain order such as the very important public
5 entrance of ensuring that there is a proper flow
6 of traffic with -- in front of the establishment
7 and the vicinity of the establishment in Adams
8 Morgan.

9 On multiple dates in 2018, this
10 establishment failed to have reimbursable detail
11 officers present. In these cases, the evidence
12 will show that between February 10 and April 27,
13 2018, the establishment failed to hire or have
14 reimbursable detail officers at the premises on
15 24 occasions.

16 The Board's indulgence. I apologize.
17 So since this is combined hearings, I can -- I'll
18 go through the particulars for each case.

19 For Case 18-CMP-00051, on February 10th
20 and 11, 2018, an ABRA Investigator observed that
21 the establishment was open and operating, but no
22 MPD reimbursable detail officers were present

1 working at the establishment.

2 For Case 18-251-00095, from -- on
3 March 2nd through March 25th of 2018, on 11
4 occasions, an officer, RDO officer was not --
5 sorry, MPD officers observed that the
6 establishment was open and operating, but did not
7 have MPD RDO officers present working.

8 On the specific days were March 1st
9 through the 3rd, March 8th through 10th, March 15th
10 through 16th, and March 23rd through 25th.

11 The evidence will also show that for
12 Case No. 18-251-00084, from March 30th through
13 April 13th, on 8 occasions, MPD officers again
14 observed the establishment was open and
15 operating, but did not have the reimbursable
16 detail officers working at the establishment.
17 And those specific dates are March 30 through
18 31st, April 5th through the 7th, and April 12th
19 through the 13th.

20 Lastly, for Case No. 18-251-00122,
21 from April 27th through 29th of 2018, on 2
22 occasions, again Metropolitan Police officers

1 observed that the establishment was open and
2 operating and did not have any MPD officers
3 present working for the establishment.

4 From May -- sorry, from January 23rd
5 through May 9, 2018, the reason that the
6 establishment did not have any reimbursable
7 officers was the establishment was suspended from
8 participation in the Metropolitan Police
9 Department's Reimbursable Detail Program.

10 The reason that they were suspended
11 was that they failed to comply with the
12 obligations and in terms of paying the fees for
13 that program as a result, because those fees were
14 not paid in full, the MPD had no choice but to
15 keep them suspended, since the establishment did
16 not -- the evidence will show that since the
17 establishment did not pay those fees in full
18 until May that led to the 23 occasions that there
19 were shown to not have reimbursable detail
20 officers there.

21 So based upon the evidence that we
22 will present, the Board will find by a

1 preponderance of the evidence that the
2 establishment violated the terms of the
3 establishment.

4 CHAIRPERSON ANDERSON: Okay.

5 MR. ADAMS: And that's it.

6 CHAIRPERSON ANDERSON: No, I thought
7 you were also going to give me the --

8 MR. ADAMS: Oh, yes. These are
9 stipulations, Mr. Chairman.

10 CHAIRPERSON ANDERSON: All right.

11 MR. ADAMS: And I have copies for the
12 Board.

13 CHAIRPERSON ANDERSON: Okay.

14 MR. ADAMS: Do you have a copy, Mr.
15 Farmer? Okay.

16 First of all, Mr. Chairman, to help,
17 I know you don't have all the copies of the
18 exhibits yet. However, the parties are
19 stipulating for documents that are admissible or
20 that should be admissible and should be entered
21 into evidence.

22 There are six documents that we

1 believe are admissible or that parties have
2 agreed are admissible.

3 No. 1 is for Case No. 18-CMP-00051,
4 Exhibit 101, that is the case report, that's the
5 investigative report for the case.

6 The second one will be for Case No.
7 18-251-00095, that's Exhibit 101 again, and that
8 is the case report by the Investigator, Nicole
9 Langway.

10 The third one is Case No. 18-251-
11 00084, again that is the Exhibit 101 for -- and
12 that is the case report for that case.

13 The fourth one is for Case No. 18-251-
14 00122, and that is again Exhibit 101, which is
15 the case report.

16 For all the cases, combined cases,
17 this is a combined hearing, we are stipulating to
18 admission of Exhibit 106. This is an email from
19 Brenda Smith, the MPD's RDO Coordinator to
20 Jonathan Farmer, which is from March 26, 2018 at
21 4:30 p.m.

22 And also again for all cases, there

1 will be Exhibit 107, which is an email from
2 Brenda Smith, MPD RDO Coordinator, to Jonathan
3 Farmer on March 30th at 4:30 p.m.

4 (Whereupon, the above-
5 referred to documents were
6 marked as Government Exhibit
7 No. 101, 106 and 107 for
8 identification.)

9 MR. ADAMS: And so the parties have
10 stipulated that those documents are admissible
11 and should be entered into evidence.

12 The following -- the parties
13 stipulated to the following facts. And if you
14 would like, I'll read into the record.

15 No. 1, that -- and again, this applies
16 to all the cases involved here.

17 No. 1, that Green Island/Heaven &
18 Hell, Inc. t/a Green Island Café/Heaven & Hell,
19 which is the licensee, holds a Retailers Class CT
20 License at 2327 18th Street, N.W., Washington,
21 D.C.

22 No. 2, on August 16, 2017, the

1 District of Columbia Alcoholic Beverage Control
2 Board issued an order renewing the license.

3 No. 3, this license, which is license
4 number -- or excuse me, Board Order No. 2017-439,
5 requires the licensee to hire at least two
6 officers with the Metropolitan Police Department
7 Reimbursable Detail RDO for a minimum of four
8 hours after the close of the business between
9 Thursday and Sunday.

10 No. 4, Brenda Smith is the RDO
11 Coordinator for MPD. I didn't have coordinator,
12 but it should be RDO Coordinator.

13 No. 5, the reimbursable detail is the
14 deployment of MPD officers nearby establishments
15 or venues for the purpose of maintaining public
16 safety or mediating traffic and pedestrian
17 congestion.

18 No. 6, to participate in the RDO
19 program, a licensed establishment must enter into
20 an ABC Establishment Reimbursable Program
21 Agreement with MPD.

22 No. 7, on August 22, 2017, the

1 licensee entered into contract with MPD to enter
2 the RDO program.

3 No. 8, Office of Chief Financial
4 Officer issues invoices to RDO program
5 participants.

6 No. 9, RDO program participants must
7 pay invoices within 30 days of the date of the
8 invoice.

9 No. 10, if an RDO program participant
10 fails to pay invoices within 30 days of the date
11 of the invoice, they could be suspended from
12 participation in the program and therefore not
13 provided with MPD RDO detail officers.

14 No. 11, the RDO program does not
15 reinstate an RDO participant until the
16 participant pays all past due invoices.

17 No. 12, on Friday -- and this now goes
18 for specific cases, Mr. Chairman.

19 For Case No. 18-CMP-00051:

20 No. 12, on Friday, February 9, 2018,
21 ABRA Supervisory Investigator Keith Gethers
22 assigned Investigator Felicia Dantzler to monitor

1 licensed establishments in Adams Morgan for
2 violations.

3 No. 13, on Saturday, February 10,
4 2018, at approximately 12:07 a.m., Investigator
5 Dantzler visited the licensed establishment to
6 determine if the establishment had an MPD RDO
7 present working.

8 No. 14, Investigator Dantzler observed
9 the establishment was open and operating, but no
10 MPD RDO officers were present working for the
11 establishment.

12 No. 15, on February 10, 2018,
13 Supervisory Investigator Gethers instructed
14 Investigator Dantzler to monitor and watch the
15 establishments in Adams Morgan for ABRA
16 violations.

17 No. 16, on Sunday, February 11, 2018,
18 at approximately 2:30 a.m., Investigator Dantzler
19 visited the establishment to determine if MPD RDO
20 was present and working.

21 No. 17, Investigator Dantzler observed
22 that the establishment was open and operating,

1 but no RDO officers were present working for the
2 establishment.

3 No. 18, During that time period,
4 February 11th through -- sorry, February 10th
5 through February 11, 2018, the licensee was
6 suspended from participation in the MPD's RDO
7 program for failure to pay invoices.

8 Transitioning to Case No. 18-251-
9 00095:

10 No. 19, on Friday, March 2, 2018, at
11 approximately 1:35 a.m., MPD Officer McCall Tyler
12 observed that the establishment was open for
13 business, but no RDO officers were present
14 working for the establishment.

15 No. 20, on Friday, March 2, 2018, at
16 approximately 10:03 p.m., MPD Officer Dinko
17 Residovic observed that the establishment was
18 open for business, but no RDO officers were
19 present working for the establishment.

20 No. 21, on Saturday, March 3, 2018, at
21 approximately 10:03 p.m., Officer Kevin Romero
22 observed the establishment was open for business,

1 but no RDO officers were present working for the
2 establishment.

3 No. 22, on Friday, March 9, 2018, at
4 approximately 12:13 a.m., MPD Officer Shellyann
5 Seegobin observed that the establishment was open
6 for business, but no RDO officers were present
7 working for the establishment.

8 No. 23, Saturday, March 10, 2018, at
9 approximately 12:20 a.m., MPD Officer Seegobin
10 again observed that the establishment was open
11 for business, but no RDO officers were present
12 working for the establishment.

13 No. 24, on Thursday, March 15, 2018,
14 at approximately 10:00 p.m., MPD Officer Anthony
15 Padilla observed that the establishment was open
16 for business, but no RDO officers were present
17 working for the establishment.

18 No. 25, on Friday, March 16, 2018,
19 beginning at 10:00 p.m., MPD Officer Padilla
20 observed that the establishment was open for
21 business, but no RDO officers were present
22 working for the establishment.

1 No. 26, on Friday, March 23, 2018, at
2 approximately 12:01 a.m., MPD Officer Padilla
3 observed that the establishment was open for
4 business, but no RDO officers were present
5 working for the establishment.

6 No. 27, on Saturday, March 23, 2018,
7 at approximately 12:01 a.m., MPD Officer Padilla
8 observed that the establishment was open for
9 business and no RDO officers were present working
10 for the establishment.

11 No. 28, on Sunday, March 25, 2018,
12 beginning at 12:01 a.m., MPD Officer Padilla
13 observed the establishment was open for business
14 and no RDO officers were present working for the
15 establishment.

16 No. 29, during that time period of
17 March 2nd through the 25th of 2018, the licensee
18 was suspended from participating in MPD's RDO
19 program for failure to pay invoices.

20 Transitioning to the next case, Case
21 No. 18-251-00084:

22 No. 30, on Saturday, March 30, 2018,

1 at approximately 12:01 a.m., MPD Officer Padilla
2 observed that the establishment was open for
3 business, but no RDO officers were present
4 working for the establishment.

5 No. 31, on Saturday, March 31, 2018,
6 at approximately 12:01 a.m., MPD Officer Padilla
7 observed the establishment was open for business,
8 but no RDO officers were present working for the
9 establishment.

10 No. 32, on Thursday, April 5th at
11 approximately 12 -- 10:00 p.m., MPD Officer Adam
12 Bray observed that the establishment was open for
13 business, but no RDO officers were present
14 working for the establishment.

15 No. 33, on Friday, April 6, 2018, at
16 approximately 10:00 p.m., MPD Officer Bray
17 observed that the establishment was open for
18 business, but no RDO officers were present
19 working for the establishment.

20 No. 34, on Saturday, April 7, 2018, at
21 approximately 10:00 p.m., MPD Officer Bray
22 observed the establishment was open for business,

1 but no RDO officers were present working for the
2 establishment.

3 No. 35, on Thursday, April 12th at
4 approximately 10:00 p.m., MPD Officer Sean Allen
5 observed that the establishment was open for
6 business, but no RDO officers were present
7 working for the establishment.

8 No. 36, on Friday, April 13, 2018,
9 beginning at approximately 9:00 p.m., MPD Officer
10 Michael Alexander Harden observed that the
11 establishment was open for business, but no RDO
12 officers were present working for the
13 establishment.

14 No. 37, during that time period of
15 March 30th through April 13th, the licensee was
16 suspended from participation in MPD's RDO program
17 for failure to pay invoices.

18 Transition to our last case, Case No.
19 18-251-00122:

20 No. 38, on Friday, April 27, 2018,
21 beginning at approximately 10:00 p.m., MPD
22 Officer Harden observed that the establishment

1 was open for business, but no RDO officers were
2 present and working for the establishment.

3 No. 39, and Sunday, April 29, 2018, at
4 approximately 3:50 a.m., MPD Officer Ricardo
5 Alfaro-Santiago observed the establishment was
6 open for business, but no RDO officers were
7 present and working for the establishment.

8 No. 40, during that time period of
9 April 27th through the 29th of 2018, the licensee
10 was suspended from participation in MPD's RDO
11 program for failure to pay invoices.

12 And those are the stipulations or the
13 facts for those cases.

14 CHAIRPERSON ANDERSON: All right. Mr.
15 Farmer, do you plan -- do you wish to make an
16 opening statement?

17 MR. FARMER: Mr. Woldemariam has
18 indicated that he prefers to make his own opening
19 statement.

20 CHAIRPERSON ANDERSON: Okay. All
21 right.

22 MR. WOLDEMARIAM: That being --

1 CHAIRPERSON ANDERSON: Hold on a
2 minute. All right. Hold on, Mr. Silverstein.
3 The client is going to speak. And, Mr.
4 Woldemariam, I just, and this is just the way I
5 operate, I want to make sure when the licensee
6 speaks when they are represented by counsel, that
7 the counsel -- it's for your own protection, sir.
8 I do this to everyone.

9 I don't have a problem if you want to
10 speak. But knowing that, be careful what is it
11 that you are saying, because things that you say
12 can be used against you. I just want you to be
13 sure. That a lot of times when attorneys make
14 opening statements, they do from a legalistic
15 perspective.

16 But go ahead, sir.

17 MR. WOLDEMARIAM: I don't -- this is
18 not about offering content. I don't have a
19 reason to hire and pay him and I'm going to make
20 this speech, that's not my goal.

21 My goal is let him make the statement
22 and I have some idea also, because some of them

1 is not true, so I have complained about this case
2 to add the addition - I'm done talking, that's
3 what I ask.

4 CHAIRPERSON ANDERSON: All right.
5 Anything else?

6 MR. WOLDEMARIAM: Not allowed, I stop.

7 CHAIRPERSON ANDERSON: No, you can say
8 whatever you want to say, sir.

9 MR. WOLDEMARIAM: Thank you.

10 CHAIRPERSON ANDERSON: You can say
11 whatever you want to say, sir. It's you and your
12 attorney between --

13 MR. WOLDEMARIAM: That's why I'm
14 hiring Jonathan.

15 CHAIRPERSON ANDERSON: All right. All
16 right. So do you have anything else you want to
17 -- any representation you want to make, Mr.
18 Farmer?

19 MR. FARMER: No. He wanted to make
20 the opening statement. I told him to make his
21 opening statement and then I'll bat clean up, if
22 you will.

1 CHAIRPERSON ANDERSON: All right. And
2 I'm saying is there any statements that you want
3 to make?

4 MR. FARMER: No, not at this moment.

5 CHAIRPERSON ANDERSON: All right. So
6 how -- so we have had some stipulations.
7 Basically, we are -- we have stipulations and the
8 facts in cases. So how are we -- how will the
9 cases be argued?

10 MR. ADAMS: The case will be argued.
11 The District has one witness that is Brenda Smith
12 for the -- for any, I guess, facts that have not
13 been stipulated to, at this point.

14 CHAIRPERSON ANDERSON: Okay.

15 MR. ADAMS: And she will be the
16 District's sole witness on those potentially
17 disputed issues. And then, you know, we will
18 proceed to the respondent's case if they have
19 anything else to add.

20 CHAIRPERSON ANDERSON: All right.
21 Okay. All right. So does the Government wish to
22 call its first witness?

1 MR. ADAMS: It does, Mr. Chairman.
2 The Board wishes to call Brenda Smith.

3 CHAIRPERSON ANDERSON: All right.
4 Good morning, Ms. Smith. Can you raise your
5 right hand, please?
6 Whereupon,

7 BRENDA SMITH
8 was called as a witness by Counsel for the
9 Government, and having been first duly sworn,
10 assumed the witness stand and was examined and
11 testified as follows:

12 MS. SMITH: I do.

13 CHAIRPERSON ANDERSON: Thank you. And
14 when you speak, remember to pull the microphone
15 next to you, so that we can hear you. Your
16 witness, sir.

17 MR. ADAMS: Thank you very much, Mr.
18 Chairman.

19 DIRECT EXAMINATION

20 BY MR. ADAMS:

21 Q Good morning, Ms. Smith.

22 A Good morning.

1 Q Could you, please, state your name and
2 spell it for the record?

3 A Brenda Smith, B-R-E-N-D-A S-M-I-T-H.

4 Q And, Ms. Smith, you are a District of
5 Columbia employee, correct?

6 A That's correct.

7 Q And we already know that you are the
8 Reimbursable Detail Officer Coordinator for the
9 District of Columbia?

10 A I am.

11 Q All right. And how long have you been
12 in that position?

13 A For about 2 and a half years.

14 Q And can you give a general description
15 of your duties as the RDO Coordinator?

16 A I am the person that the
17 establishment --

18 CHAIRPERSON ANDERSON: Ms. Smith,
19 bring the microphone, pull the microphone down so
20 you are speaking into the microphone, please.
21 Thank you.

22 THE WITNESS: I am the person that the

1 establishments contact when they request RDO
2 services for their establishments. And then I
3 contact MPD District Office to schedule officers,
4 for the District to schedule officers to work
5 that establishment.

6 BY MR. ADAMS:

7 Q Okay. Now as part of your duties,
8 does that include the monitoring of invoices and
9 payments?

10 A That also does include that. On a
11 weekly basis, I receive an Open Payables list
12 from the OCFO listing all unpaid invoices.

13 Q And before we go there, prior to your
14 current position, did you have other positions
15 within the District of Columbia Government?

16 A Yes, I was a Grants Manager for Public
17 Safety.

18 Q And for which Agency was that?

19 A Justice Grants Administration.

20 Q And for Justice Grants Administration,
21 and when was that, Ms. Smith?

22 A That was from 2010 to 2013.

1 Q And were your duties as -- for that
2 position, was it similar to the duties that you
3 have currently?

4 A No, they were different. I managed
5 about 17 federal grants.

6 Q Okay. Very well. And so now turning
7 to this position that you have now, so can you
8 explain to the Board, you stated that the
9 establishment began their service in terms of
10 having the reimbursable detail. How does that
11 occur?

12 A So the establishment will call me and
13 inform me that they want RDO services. I then
14 send them the ABC Agreement, which is our
15 agreement. It's not a contract, but an agreement
16 and it lists all the information pertaining to
17 the services MPD provides.

18 And it includes ABRA's subsidy rate,
19 MPD's rate, the time that they get the ABRA
20 subsidy rate. It lists where they make payments.
21 It lists that the payments are generated by the
22 OCFO. It lists information about the duties of

1 an officer while they are on the establishment
2 premises.

3 It lists things that officers can and
4 cannot do, such as sit in their automobiles. It
5 informs them that officers have to be posted
6 around the establishment facilities, that they
7 cannot stand in front of the establishment. They
8 cannot check IDs.

9 Q Thank you. When you are talking about
10 your job, is that the same for establishments
11 that are mandated to be in -- have RDO service?

12 A Yes, it is.

13 Q Okay. Earlier you talked about
14 creating overtime cards. Can you explain what
15 that is?

16 A Sure. So when an establishment wants
17 to start RDO services, there has to be an expense
18 code to identify the establishment to ensure that
19 those expenses are charged to the proper
20 establishment.

21 So what I do is I create a special
22 code that identifies that establishment. I then

1 send it out to all District Offices so that when
2 an officer is assigned to an establishment, that
3 code is put on their overtime sheet that is taken
4 to that establishment.

5 I also send it to the District-wide
6 T&A Clerks, the Payroll Department and the OCFO's
7 Department.

8 Q All right. Now, in terms of the OCFO,
9 why do you send it to the OCFO? And let me make
10 sure we got this. The OCFO is the Office of the
11 Chief Financial Officer. Is that correct?

12 A Yes, it is.

13 Q Why do you send it to the OCFO?

14 A I send it to them because they are the
15 ones that generate the invoices for the
16 establishments.

17 Q And when you provide the information
18 to the OCFO, what kind of information do you
19 provide the OCFO?

20 A There is a sheet that is done. When
21 an establishment wants to get a detail, they
22 give me the date that they want the detail or I

1 use the date that the Board mandates them to have
2 a detail.

3 It's called an Expense Sheet. And it
4 lists the -- it lists my information, my name, my
5 address, my phone number. It also lists the
6 establishment information. The owner's name, the
7 establishment address, email address and phone
8 number. And then it lists the dates and times,
9 the number of officers, the rates, whether it is
10 ABRA subsidy rate or non-subsidy rate. And then
11 that is sent to the OCFO and the Payroll
12 Department in the proper District.

13 Q In terms of the -- you mentioned
14 contact information for the establishments'
15 owners, is there a certain way that OCFO
16 communicates with the establishments?

17 A Yes. When they generate the invoices,
18 they use that contact information that is on that
19 worksheet.

20 Q Specifically, how? Is it through the
21 mail or is it through email?

22 A They only send out invoices via email.

1 Q And do you know why that is?

2 A That's just convenient for them.

3 Q All right. But it's only through an
4 email?

5 A Yes.

6 Q All right. Now, let's talk about
7 invoices. You stated that the OCFO is the entity
8 that provides invoices?

9 A Yes.

10 Q And how do they do that?

11 A So when an officer works at an
12 establishment, it's based on their payroll. So
13 once they go to the establishment, they have 24
14 hours to submit that overtime sheet and then
15 payroll is generated every two weeks. That is
16 also noted in the agreement.

17 Q All right. So it's every two weeks,
18 is that when the invoices are also generated?

19 A Yes. So based on the payroll system,
20 all that information used in that overtime code
21 that I created, that expense goes in, the OCFO
22 gets that information from the payroll system and

1 that's how they generate the invoice and it is
2 done every two weeks.

3 Q In terms of this generation, what is
4 generated, is that type of information that is
5 also provided to the establishments?

6 A Yes.

7 Q Okay. And how do you know that the
8 invoices are being generated to the
9 establishments?

10 A So what the OCFO does is they will
11 also email me in a batch form all invoices for
12 MPD.

13 Q And what do you do with the
14 information once you receive it from OCFO?

15 A I file it in an electronic file
16 folder.

17 Q And how often, how frequently do you
18 do that?

19 A They do it every two weeks. When they
20 send it to me, I file it.

21 Q And now once you receive these
22 invoices, what do you do? What do you do in

1 order to track what is owed by each
2 establishment?

3 A On a weekly basis, usually on a Friday
4 afternoon, the OCFO sends me what is called an
5 accounts receivable payables report, which lists
6 every single unpaid invoice for MPD.

7 It contains two different MPD
8 departments, so I scrub the report that it shows
9 only RDO invoices. It breaks it down into
10 periods. The current period are invoices that
11 are less than 30 days old. I don't worry about
12 those. The next one is invoices that are 1 to 30
13 days past due. Those invoices I concentrate on.
14 I send out an email to any establishment that is
15 listed on that 1 to 31 days past due.

16 Q And what email do you send for those
17 establishments that are listed past due?

18 A I have a standard email that
19 identifies, that says something to the fact that
20 the OCFO has identified the establishment as
21 delinquent. I copy and paste the information
22 from the report, from the OCFO and I give them an

1 additional generally three to four days to pay
2 the invoice. And I let them know that if it's
3 not paid by generally 2:00 p.m. on a Wednesday,
4 that they will be suspended immediately.

5 Q And just to make sure we understand
6 what past due means, what do you define as a past
7 due on an invoice?

8 A So invoices could be generated let's
9 say for instance on January 1st.

10 Q Yes.

11 A It is due 30 days after that.

12 Q So on January 31st then it will be past
13 due?

14 A Yes, that is correct.

15 Q All right. Now, very -- now, can you
16 speak to the Board about the payment process?
17 How do establishments make payments?

18 A Right on the invoice at the top left
19 hand corner it states where to make payments at.
20 In addition to that, I periodically send out
21 informative emails and I also let them know where
22 to make payments at.

1 Q And specifically, where do payments go
2 to?

3 A They currently go to 899 North
4 Capitol, Room 600A.

5 Q And whose office is that?

6 A That is the OCFO's Accounting Office.

7 Q Okay. And is that for MPD's cluster?

8 A Yes, it is.

9 Q All right. Now, does that change for
10 an establishment that is considered to be 30 days
11 late or delinquent in their invoice?

12 A No, that's the same place to make
13 payment.

14 Q And do your expectations or do the
15 expectations and terms of -- actually, let me
16 step back for a second.

17 When you issue the email that says the
18 establishment is delinquent, do you provide any
19 additional instructions regarding payment?

20 A I tell them that if they have made
21 payment to provide me proof of payment. And that
22 consists of or once they go to make the payment,

1 whoever is at the OCFO's Accounting Office, they
2 will make a copy of the check. They will date
3 stamp the copy of that check and tell the owner
4 to send -- to take a copy of it with their cell
5 phone and send me the copy, so I can remove them
6 off the delinquency status.

7 Q Okay.

8 A If payment is not received, if they
9 don't send me a copy of the check, normally by an
10 hour later, I will contact the Accounting
11 Department and ask if that establishment made the
12 payment.

13 Q And I actually have to ask you this.
14 How do you know -- regardless of if it's
15 delinquent or on time, how do you know that an
16 establishment hasn't even paid?

17 A So at the end of the day, the OCFO
18 Accounting Office will take copies of all checks
19 that they received and they will send me copies
20 of the checks either at the end of the day or the
21 next morning.

22 Q But in terms of a routine basis, not

1 in terms of just the delinquent cases, do you --
2 how do you become aware that an establishment
3 hasn't made payments?

4 A Either the establishment will send me
5 a copy of the stamped check that they have paid
6 or the OCFO will send me copies of the checks.

7 Q Now, I have a question. In terms --
8 now, you state that the establishment -- that
9 OCFO issues these invoices. What is the payment
10 process? Is it specifically for the particular
11 invoice that is owed or is it a situation where
12 there is just an account and you just make
13 payments on the account?

14 A I'm sorry, could you say that again?

15 Q For the payments, do establishments
16 pay an invoice, the specific invoice or do they
17 just make payments to a general account for RDO
18 services?

19 A They can pay any invoice that they
20 choose to pay.

21 Q But to say that when they are paying
22 an invoice, do they have -- and let me ask you

1 this. Do they have to actually state the
2 specific invoice that they are paying or do they
3 use an alternative process?

4 A No, they generally know what invoice
5 that is due, based on my delinquency notice email
6 or they will call me and ask me what invoice is
7 due or they may ask the accounting representative
8 at the OCFO could they tell them what invoice is
9 due to pay.

10 Q So let me ask you this question. So
11 if an establishment owes on Invoice 1, but makes
12 a payment on Invoice 2, do they get credit for
13 both invoices or do they only get credit for
14 Invoice 2?

15 A They only get credit for Invoice 2.

16 Q And why is that?

17 A Because normally when they write the
18 check, that's where on the for, on the memo
19 section of the check, that's where they request
20 the payment to be applied to.

21 Q And how do establishments know to make
22 payments on the specific invoice?

1 A Well, they always receive the
2 invoices, so they generally know what invoices
3 are due.

4 Q Now, turning to the matter at hand.
5 Are you familiar with the establishment, Green
6 Island/Heaven & Hell?

7 A I am.

8 Q And we know that they are a
9 participant in the RDO program.

10 A Yes.

11 Q All right. Did there come a time in
12 January of 2018 that this establishment was
13 suspended from the RDO program?

14 A Yes.

15 Q And why was that?

16 A They had several unpaid invoices.

17 Q All right. I'm going to present to --
18 MR. ADAMS: Actually to save time, I'm
19 going to present to the -- to Ms. Smith several
20 exhibits. What is marked for identification
21 purposes as District's Exhibit 108 and I'm sorry,
22 District's Exhibit -- I apologize, Mr. Chairman.

1 The Board's indulgence.

2 Yes, District's Exhibit 108,
3 District's exhibit -- what is marked for
4 identification purposes as District's Exhibit 109
5 and District's Exhibit 110.

6 (Whereupon, the above-
7 referred to documents were
8 marked as Government Exhibit
9 No. 108, 109 and 110 for
10 identification.)

11 CHAIRPERSON ANDERSON: All right.
12 These are not the stipulated ones, right?

13 MR. ADAMS: These are not the
14 stipulated ones.

15 CHAIRPERSON ANDERSON: Okay.

16 MR. ADAMS: Do you have copies? Mr.
17 Chairman, does the Board need any time or --

18 CHAIRPERSON ANDERSON: No, I just
19 wanted to -- hold on one minute, please. One
20 minute, please, sir. You can pass the -- we
21 don't have the -- we are back on the record. We
22 don't have the -- so you can now pass whatever

1 documents that are not stipulated. So we don't
2 have those, so you can -- all right. I'm sorry.

3 Are these documents in -- they were
4 previously disclosed, right?

5 MR. ADAMS: They were previously
6 disclosed. I will -- full disclosure, by consent
7 yesterday, Exhibits 108 through 111, sorry, 112
8 were exchanged with counsel and provided to the
9 Board. Unfortunately, we have this system called
10 Box.com and apparently no one is able to open
11 that link, but those exhibits were provided.
12 Links to those exhibits for 108 through 112 were
13 provided yesterday, the rest of the exhibits were
14 provided last Wednesday.

15 CHAIRPERSON ANDERSON: So does the
16 Board have a copy of those exhibits?

17 MR. ADAMS: They do. I did provide a
18 link. I also provided a hard copy of those
19 documents.

20 CHAIRPERSON ANDERSON: All right. So
21 why don't -- all right. We are waiting to get
22 them, but you can go ahead.

1 MR. ADAMS: Okay. Very well.

2 CHAIRPERSON ANDERSON: All right.

3 MR. ADAMS: And I'll -- all right.

4 CHAIRPERSON ANDERSON: And for the
5 record, tell us what the documents, what the
6 exhibits are.

7 MR. ADAMS: Okay. Exhibit 108 is,
8 I'll describe it generally, -- are emails from
9 Ms. Smith to Heaven & Hell.

10 Exhibit 109 is Invoice 5342.

11 Exhibit 110 is -- what is identified
12 as Exhibit 110 is Invoice 5403.

13 Those are the ones that are relevant
14 at this point.

15 CHAIRPERSON ANDERSON: Okay. All
16 right. Go ahead.

17 BY MR. ADAMS:

18 Q Ms. Smith, I would like you to turn
19 your attention to Exhibit 109.

20 A Yes.

21 Q All right. And do you recognize that,
22 what is marked as, for identification purposes,

1 Exhibit 109?

2 A Yes, I do. It's an invoice generated
3 by the OCFO.

4 Q And how do you recognize that
5 document?

6 A It's a standard document, a standard
7 invoice that was sent out to the O -- to Heaven &
8 Hell.

9 Q Do you personally recognize this
10 invoice?

11 A Yes, I do.

12 Q Okay. What is the number of this
13 invoice?

14 A It is No. 5342.

15 Q And when was Invoice 5342 issued?

16 A November 30, 2017.

17 Q Now, the invoice doesn't list a due
18 date.

19 A The due date is December 30, 2017.

20 Q Is that actually listed on the
21 invoice?

22 A Yes, it is.

1 Q All right. And how much is owed on
2 Invoice 5342?

3 A \$1,055.26.

4 Q Now, turning your attention to what is
5 marked for identification purposes -- actually,
6 before I go -- I move on, is that a true and
7 accurate representation of Invoice 5342 as it was
8 issued from November of last year?

9 A Yes.

10 Q Of 2017.

11 A Yes, it is.

12 Q All right. Turning our attention to
13 what is marked for identification purposes as
14 District's Exhibit 5304, do you recognize that?

15 CHAIRPERSON ANDERSON: I'm sorry,
16 Exhibit 5304?

17 MR. ADAMS: I'm sorry. It's marked as
18 Exhibit 110.

19 CHAIRPERSON ANDERSON: Okay.

20 MR. ADAMS: But I apologize, I did
21 misstate. What is -- I apologize. I'll withdraw
22 that question.

1 BY MR. ADAMS:

2 Q Do you -- looking at what is marked
3 for identification purposes as District's Exhibit
4 110 --

5 A Yes.

6 Q -- do you recognize that?

7 A Yes, I do.

8 Q And how do you recognize that
9 document?

10 A It is another invoice that was sent to
11 Heaven & Hell.

12 Q And do you recognize it from your work
13 or through -- or elsewhere?

14 A I do. It was a delinquent invoice as
15 well as the first one we discussed.

16 Q Now, identify the number for this
17 invoice.

18 A This invoice number is 5403.

19 MR. ADAMS: And I apologize.

20 BY MR. ADAMS:

21 Q It's 5403?

22 A Yes.

1 Q All right. And how much is the amount
2 of Invoice 5403?

3 A \$860.87.

4 Q And does this invoice state when it
5 was -- when the invoice was issued?

6 A It was issued December 14, 2017.

7 Q I apologize, December 30?

8 A December 14, 2017.

9 Q December 14, 2017. And when is it
10 listed as being due or does it list as being due?

11 A It's due January 13, 2018.

12 Q All right. And is it a true and
13 accurate representation of the Invoice 5403 from
14 the time that it was issued?

15 A Yes.

16 Q Now, let me ask you this, so these
17 invoices were, both invoices were, due to be
18 paid, one Invoice 5342 was due, as you stated, to
19 be paid on December 30th of 2017, correct?

20 A Yes.

21 Q And the other was due to be paid on
22 January 14, 2018?

1 A January 13, 2018.

2 Q January 13, 2018.

3 MR. ADAMS: Mr. Chairman, I would like
4 to have admitted into evidence what is marked for
5 identification purposes as District's Exhibits
6 109 and 110.

7 CHAIRPERSON ANDERSON: Just 109 and
8 110?

9 MR. ADAMS: At this point, yes.

10 CHAIRPERSON ANDERSON: All right. Mr.
11 Farmer?

12 MR. FARMER: No objection, but I would
13 like to hear a statement of the purpose for
14 admission.

15 MR. ADAMS: The purpose for admission
16 is to establish why this establishment -- why we
17 are here is in terms of the -- well, the
18 Government's proffer is that these are the
19 invoices that led to the actual suspension of
20 this establishment.

21 MR. FARMER: No objection.

22 CHAIRPERSON ANDERSON: So Exhibit 109

1 and 110 are submitted without objection or are
2 moved without objection.

3 (Whereupon, the above-
4 referred to documents were
5 received into evidence as
6 Government Exhibit No. 109
7 and 110)

8 MR. ADAMS: Thank you.

9 BY MR. ADAMS:

10 Q Ms. Smith, so on January 14, what was
11 the payment status of those two invoices?

12 A They were not paid.

13 Q And so did you do anything after they
14 were not paid by the due dates?

15 A I sent out a delinquency notice
16 stating that those two invoices were not paid and
17 they needed to be paid by most likely the
18 following Wednesday by a certain time. And if
19 they were not paid, the establishment would be
20 suspended.

21 However, if they were paid, they
22 needed to provide me proof of payment.

1 Q When did you provide this delinquency
2 notice?

3 A I provided the delinquency notice on
4 January 19th.

5 Q Is that 2018?

6 A I'm sorry, yes, 2019 -- 18.

7 Q 2018, so I apologize. So after you
8 had provided this delinquency notice, what
9 happened?

10 A Nothing.

11 Q So did you take -- what was the next
12 action that you took?

13 A Well, then the next action that I took
14 was to suspend them.

15 Q And what do you mean by suspend them?
16 What do you mean by that? Can you describe it to
17 me?

18 A So they had -- the notice went out on
19 January 19th that if they did not make the payment
20 by January 23rd, 12:00 noon, that they would be
21 suspended. Payment hadn't been received, so they
22 were suspended.

1 Q So what notice, if any, did you
2 provide the establishment of the suspension?

3 A I sent another email stating that they
4 were suspended.

5 Q Now, turning your attention to what is
6 in front of you and marked for identification
7 purposes as the District's Exhibit 108, do you
8 have that?

9 A I do.

10 Q Ms. Smith, do you recognize that
11 document?

12 A Yes.

13 Q And what is it?

14 A This is my email to Heaven & Hell
15 letting them know that they were suspended, a
16 suspension notice.

17 Q And underneath that is that the full
18 content of that document?

19 A No. It starts out on January 19th
20 informing them that they are delinquent. And it
21 also lists the invoices that are not paid.

22 Q And which invoices are listed?

1 A Invoice No. 5342 that was due on
2 January -- I'm sorry, due on December 30, 2017
3 and Invoice 5403 that was due on January 13,
4 2018.

5 Q And those are the same documents that
6 -- and those are the same invoices that we
7 referred to as Exhibits 109 and 110. Is that
8 correct?

9 A That is correct.

10 Q All right. And is that a true and
11 accurate representation of the emails sent first
12 to provide the establishment notice of its
13 delinquency and then to actually suspend the
14 establishment that you sent to -- sent in this
15 case?

16 A Yes.

17 Q So after January 23rd, did the
18 establishment pay the past due amount in full?

19 A After January 23rd, no, they did not.
20 They were suspended on January 23rd at 4:00, at
21 4:02 p.m. And a notice was sent to them that
22 they failed to meet the deadline and they were

1 suspended immediately.

2 Q And at any time, did it ever occur
3 that the establishment got to the point where
4 they paid their -- the amount due in full?

5 A I believe that they did not pay in
6 full until May.

7 Q And was that --

8 A Around May 8, 2018.

9 Q On May 8th. And at that point, what
10 did you do with the establishment? Did you
11 reinstate them?

12 A I did.

13 Q And during the time that you -- during
14 the time that -- during this period, did the
15 establishment become delinquent on any other
16 invoices?

17 A Yes. There were still invoices coming
18 in because officers had worked a couple more days
19 up until a day or two before the suspension. So
20 invoices were still being generated.

21 Q So Ms. Smith, I'm going to have you
22 turn your attention to what is in front of you

1 as, and marked for identification purposes,
2 District's Exhibit 111, 112. And let's start
3 with District's Exhibit 111.

4 A Yes.

5 Q Do you recognize District's Exhibit
6 111?

7 A I do.

8 Q And what is District's Exhibit 111?

9 A Invoice No. 5593.

10 (Whereupon, the above-
11 referred to document was
12 marked as Government Exhibit
13 No. 111 for identification.)

14 BY MR. ADAMS:

15 Q And does that -- and how do you
16 recognize that document?

17 A That is an invoice for services
18 rendered on January 21, 2018.

19 Q And but did you specifically review
20 this document at the time it was issued?

21 A Yes.

22 Q Okay. And do you recognize it from

1 referred to document was
2 marked as Government Exhibit
3 No. 112 for identification.)

4 BY MR. ADAMS:

5 Q And how do you recognize this invoice
6 again?

7 A It was also an invoice to Heaven &
8 Hell.

9 Q And at the time that was issued, did
10 you review this invoice?

11 A I did.

12 Q All right. So when was this -- and
13 sorry, what's the number of this invoice?

14 A 5665.

15 Q And when was this issued?

16 A It was issued March 5, 2018.

17 Q And when was it due?

18 A It was due April 4, 2018.

19 Q And what's the amount for that, this
20 invoice?

21 A \$55.54.

22 Q And actually going to the previous

1 document that was marked as Exhibit 111, how much
2 was owed, was identified as owed in that
3 document?

4 A \$222.16.

5 Q All right. All right. And is it a
6 true and accurate representation of Invoice 5665
7 at the time it was issued?

8 A Yes.

9 Q All right.

10 MR. ADAMS: And to your knowledge --
11 and actually before we move on, Mr. Chairman, I
12 would like to have admitted into evidence
13 invoices -- or what is marked for identification
14 purposes as District's Exhibit 111 and District's
15 Exhibit 112, which are invoices that were issued
16 to the establishment.

17 CHAIRPERSON ANDERSON: Mr. Farmer?

18 MR. FARMER: No objection.

19 MR. ADAMS: Were these --

20 CHAIRPERSON ANDERSON: So moved.

21 (Whereupon, the above-
22 referred to documents were

1 received into evidence as
2 Government Exhibit No. 111
3 and 112.)

4 MR. ADAMS: Thank you very much, Mr.
5 Chairman.

6 BY MR. ADAMS:

7 Q Were both of those invoices being paid
8 on a timely basis?

9 A No.

10 Q In any way did that contribute to
11 their suspension as well?

12 A Well, during this time, they were
13 still suspended. The payment had not been made.

14 Q All right. Thank you very much.

15 MR. ADAMS: And lastly, I'm going to
16 provide the witness what is marked for
17 identification purposes as District's Exhibit
18 102. And Mr. Farmer, I believe, has a copy of
19 that. Does the Board have copies of this one?

20 CHAIRPERSON ANDERSON: Yes, we do.

21 MR. ADAMS: All right. May I please
22 approach the witness?

1 CHAIRPERSON ANDERSON: Sure.

2 BY MR. ADAMS:

3 Q Ms. Smith, do you recognize that is
4 identified as the District's Exhibit 102?

5 A I do.

6 Q And what is it?

7 A This is my summary of things that
8 occurred with Heaven & Hell between the time
9 period of January 1, 2018 through May 17, 2018.

10 (Whereupon, the above-
11 referred to document was
12 marked as Government Exhibit
13 No. 102 for identification.)

14 BY MR. ADAMS:

15 Q Is it a true and accurate
16 representation of the transactions that you, I
17 guess, recorded with this establishment from
18 January through May of 2018?

19 A Yes, it is.

20 Q All right. And essentially, is it a
21 routine basis you create documents of that sort?

22 A I do when there are certain issues or

1 ongoing issues with an establishment, yes.

2 Q And what do you mean by certain
3 issues? What do you mean?

4 A If there are problematic issues, I'll
5 do it for -- to -- as a paper trail for myself,
6 so I stay on top of the issue or if the issue has
7 to go before the Board.

8 Q In terms of what is included with
9 that, what is marked as Exhibit 102, does it
10 capture all the transactions that occurred with
11 the establishment from -- in terms of payments
12 and invoices between May 20 -- I'm sorry, January
13 2018 and May 2018?

14 A Yes.

15 Q And does it show when full payment was
16 made by the establishment?

17 A It does.

18 Q All right.

19 MR. ADAMS: Mr. Chairman, I would like
20 to have entered into evidence what is marked for
21 identification purposes as the District's Exhibit
22 102.

1 CHAIRPERSON ANDERSON: Mr. Farmer?

2 MR. FARMER: No objection.

3 CHAIRPERSON ANDERSON: All right. So
4 moved.

5 (Whereupon, the above-
6 referred to document was
7 received into evidence as
8 Government Exhibit No. 102.)

9 MR. ADAMS: Mr. Chairman, I have no
10 further questions for Ms. Smith.

11 CHAIRPERSON ANDERSON: Mr. Farmer, do
12 you have any questions for the witness?

13 MR. FARMER: I do, but I'll need a few
14 minutes to compose.

15 CHAIRPERSON ANDERSON: Sure.

16 (Whereupon, the above-entitled matter
17 went off the record and resumed following a brief
18 recess.)

19 CHAIRPERSON ANDERSON: Are you ready,
20 Mr. Farmer?

21 MR. FARMER: Yes, I am.

22 CHAIRPERSON ANDERSON: Okay. We are

1 back on the record.

2 CROSS-EXAMINATION

3 BY MR. FARMER:

4 Q Good morning, Ms. Smith.

5 A Hello, Mr. Farmer.

6 Q How are you?

7 A I'm good. Thank you for asking.

8 Q Ms. Smith, when were you made aware of
9 the Board Order regarding Green Island?

10 A I'm not sure of that exact date. I
11 believe it may have been some time in --

12 CHAIRPERSON ANDERSON: Speak up, Ms.
13 Smith.

14 THE WITNESS: I'm not sure of the
15 exact date, but I believe it was some time in
16 2017.

17 BY MR. FARMER:

18 Q And how were you made aware of that
19 order?

20 A At the time, it was Captain Augustine
21 informed me of it.

22 Q Okay. Did you subsequently contact

1 Green Island?

2 A No, I did not. I believe Mr. Mehari
3 may have contacted me. I'm just not quite sure,
4 but I don't -- I know I did not have his name or
5 phone number. So normally when establishments
6 want RDO services, they contact me.

7 Q Normally. But in this specific case,
8 are you -- is it your statement that Mr. Mehari
9 contacted you?

10 A I do not recall and I don't have any
11 notes to look back on, but I do remember Captain
12 Augustine sending me an email about Green Door,
13 Heaven & Hell having mandated RDO services. But
14 I really can't remember who contacted who when it
15 comes to the actual information.

16 Q In terms of other establishments
17 having RDO services, is it the usual practice of
18 the police department to contact you about those
19 services being --

20 A Sometimes they do. Sometimes the
21 District does because they are out on the
22 streets. So sometimes the establishment will

1 tell the police officers that they are interested
2 in RDO services, so the District will send me an
3 email and tell me that an establishment is
4 interested in RDO services. And they will
5 include their email in the cc box or they will
6 tell the person what my email address is and they
7 will contact me.

8 Q But in terms of specific orders by the
9 ABC Board, is it usual for the police department
10 to contact you regarding those services as
11 required?

12 A No. I just -- I do remember Captain
13 Augustine was very concerned about Green Door,
14 Heaven & Hell getting RDO services.

15 Q And what was the nature of that
16 concern?

17 A He felt it was problematic and he
18 wanted to ensure that there was -- he informed me
19 there was a Board Order and that they had to
20 receive RDO services.

21 Q I'm not sure I understand what you
22 mean by problematic.

1 A Well, once I receive the order, I
2 received a copy of the order from the Board. I'm
3 sorry, it wasn't from the Board, but it was from
4 ABRA that listed the protest inform -- the
5 testimony from the Protest Hearing and the
6 testimony of Captain Augustine and I guess
7 Sergeant Rooney and their concern about the
8 problems that were occurring at Green -- at
9 Heaven & Hell.

10 So that's what I mean when I say
11 problematic.

12 Q Okay. When you were describing your
13 procedures, it seems to me that it is a multi-
14 step procedure in terms of making payments and
15 also a multi-step procedure in terms of
16 submitting invoices.

17 A Yes, it is.

18 Q Okay. Is it ever -- when is it
19 explained to the recipient of those services the
20 multiple steps that they have to go through to
21 ensure that a voucher is submitted?

22 A To ensure a voucher is submitted?

1 Q Yes. My understanding of the program
2 is that you require vouchers to be submitted from
3 your offices, correct?

4 A We don't deal with vouchers. I'm not
5 sure what you mean by that.

6 Q There are timesheets or something that
7 you require the establishment to submit.

8 A So all that information is in the
9 agreement. When every establishment before we
10 even do services, I provide them an agreement, a
11 snapshot of the agreement that kind of shortens,
12 it highlights information from the agreement. I
13 may have a conversation with the owner about it.
14 I send out periodic emails about issues regarding
15 the agreement. As I said it's all listed in the
16 agreement.

17 Q Under the agreement, the individual
18 offices that submit services are required to
19 present a document to the establishment for their
20 signature?

21 A Yes.

22 Q Okay. And what does that document

1 consist of?

2 A It is called an over -- it's called an
3 ABC Detail Overtime Timesheet, a PD157c form. At
4 the top it lists the name of the establishment,
5 the start time and end time of the detail and the
6 officer's name.

7 The next section is to be completed by
8 the ABC manager or owner. That is where they
9 indicate the start time and the end time of the
10 officers coming and going and their signature.

11 The bottom part is where an authorized
12 roamer in the District signs off on that
13 officer's sheet. So that's what that form is.
14 And that is the sheet that information is
15 transferred over into an official internal
16 payroll sheet, which is called an 1130 Timesheet.
17 And that is what is submitted to the T&A Clerk
18 for payment.

19 Q Is there any indication to the
20 establishment of a time frame for submission of
21 that document by the officer to the RDO Office or
22 OCFO?

1 A Yes. It's in the agreement.

2 Q What is that time frame?

3 A 24 hours.

4 Q And is there any indication -- and how
5 is the establishment supposed to know that that
6 voucher is actually being -- or that document has
7 actually been submitted?

8 A Well, in the agreement it states that
9 the officer works the establishment and their
10 invoice is based on a two week payroll period and
11 it goes in. So it also states that they should
12 expect an invoice every two weeks, because that's
13 how officers are paid.

14 Q In the case of Green Island, were
15 these documents always timely submitted?

16 A No, they were not always timely
17 submitted.

18 Q And when these documents were not
19 timely submitted, what did that mean in terms of
20 the issuance of invoices?

21 A So when that -- when an officer misses
22 the close of a payroll, that overtime gets placed

1 in the next payroll period. Because it's an
2 adjustment, it's a slower process. And when it
3 finally goes through the system, when it gets to
4 the OCFO, the invoice is then labeled
5 supplemental invoice.

6 Q And is it explained, what does this
7 mean in terms of payment? Is payment delayed in
8 terms of -- is the expectation of payment
9 delayed --

10 A No.

11 Q -- as a result of that?

12 A No. When the time is submitted and
13 the date of the payment is submitted, that's what
14 generates the date on the invoice. And then 30
15 days after that, the invoice is due.

16 Q So is it your testimony that payments
17 could be delayed due to the fact of the untimely
18 submittal?

19 A No. No, not payments.

20 Q So despite the fact that there was an
21 untimely submittal of the document, payments were
22 never delayed so you could possibly be double-

1 billed for that?

2 A No, you could never get double billed
3 for it, because the time hadn't been submitted.

4 So if the time gets submitted late,
5 you are not paying for it. You are only going to
6 get paid for it once it gets generated and placed
7 in the system. So if an officer works in January
8 and misses the payroll, you are not paying for it
9 until he submits that time.

10 Q Okay. So is it your testimony that
11 there was never any overlap in the invoices in
12 terms of monies owed?

13 A An overlap?

14 Q Yes.

15 MR. ADAMS: Objection in terms of time
16 period. I guess we are talking from the period
17 of, I assume, the two invoices a period of
18 January through May of 2018?

19 CHAIRPERSON ANDERSON: Yeah, I'll
20 sustain the objection. Mr. Farmer, just let us
21 know. Be more specific and far more concise in
22 what time period you are speaking.

1 MR. FARMER: Okay. You can strike
2 that question.

3 BY MR. FARMER:

4 Q Turning to what I believe is Exhibit
5 102, which is the compilation from January 1,
6 2018 to May 17, 2018. You have that document in
7 front of you?

8 A Yes, I do.

9 Q Item No. 2 states that on January 3,
10 2018 Heaven & Hell was informed that Invoice 5453
11 had multiple errors. However, other invoices are
12 due. Can you tell me what those multiple errors
13 were in that, in Invoice 5453?

14 MR. ADAMS: Objection. Relevance. We
15 are not talking about that invoice.

16 MR. FARMER: I'm sorry?

17 CHAIRPERSON ANDERSON: You are not
18 what?

19 MR. ADAMS: 5453 is not the -- one of
20 the invoices being discussed.

21 CHAIRPERSON ANDERSON: Well, I'm going
22 to overrule the objection. It's on the exhibits,

1 so --

2 MR. FARMER: Yeah, okay.

3 CHAIRPERSON ANDERSON: -- if he wants
4 clarification on the exhibit, so be it.

5 THE WITNESS: Not without seeing that
6 invoice.

7 BY MR. FARMER:

8 Q Okay.

9 MR. FARMER: Do you have any
10 questions?

11 MR. ADAMS: I do not believe that that
12 invoice is within the submission. Actually, let
13 me double check just to make sure. The Board's
14 indulgence.

15 CHAIRPERSON ANDERSON: Sure.

16 MR. ADAMS: I take it back. Page 110
17 that's of Exhibit 103, but page 110 and page 111
18 falls in, there is a Bates Stamp at the bottom of
19 the page.

20 MR. FARMER: I'm sorry, which page?

21 MR. ADAMS: At the bottom of page --
22 it's page numbers.

1 MR. FARMER: Okay.

2 MR. ADAMS: What actually are you
3 looking at right now?

4 MR. FARMER: That's 50 --

5 MR. ADAMS: That's 5453.

6 BY MR. FARMER:

7 Q Again, Ms. Smith, looking at the Bates
8 Stamp --

9 MR. ADAMS: I apologize. I apologize,
10 Mr. Chair. I don't believe that this witness
11 has, actually has that document in front of her
12 that Mr. Farmer is referring to.

13 CHAIRPERSON ANDERSON: But is it one
14 of the exhibits? Because I --

15 MR. ADAMS: It's one of the exhibits.
16 It's not one of the admitted exhibits.

17 CHAIRPERSON ANDERSON: All right.

18 MR. ADAMS: So Ms. Smith does not have
19 it physically present now.

20 CHAIRPERSON ANDERSON: Does someone
21 have a copy of the exhibit that she wants to give
22 to her, for her to look at?

1 MR. ADAMS: Well, actually I was
2 giving it to you before to her. This is your
3 examination. I'll let you -- I'll provide it --
4 have you provide it to her.

5 MR. FARMER: Mr. Chairman, I would
6 like to present what is Bates Stamped as Exhibit
7 H&H000110 to Ms. Smith.

8 CHAIRPERSON ANDERSON: Sure go ahead.
9 I mean, I don't have those demarcations on what I
10 have, but I do have the document, so but it's not
11 demarcated that way, but go ahead. You can show
12 her the exhibit. So then this one is a part of
13 Exhibit 102?

14 MR. ADAMS: Actually, it's part of
15 Exhibit 103 that has not --

16 CHAIRPERSON ANDERSON: I'm sorry, 103.

17 MR. ADAMS: -- yet been submitted.

18 CHAIRPERSON ANDERSON: Okay.

19 MR. ADAMS: It's -- but that is the
20 correct page numbers.

21 CHAIRPERSON ANDERSON: Okay. Go
22 ahead.

1 MR. ADAMS: If it's admitted, then I
2 would submit it as evidence. I did submit to the
3 Board, but not submitted into evidence.

4 (Whereupon, the above-
5 referred to document was
6 marked as Government Exhibit
7 No. 103 for identification.)

8 BY MR. FARMER:

9 Q So again, Ms. Smith, looking at
10 Invoice 5453, you said that H&H was informed that
11 it had multiple errors. Can you tell me what
12 those errors were?

13 A So Mr. Mehari contacted me and told me
14 that this invoice was incorrect. He could not
15 tell me exactly what was wrong, so I had to go
16 through each one of these line-by-line to find
17 out what was wrong.

18 So in order to verify the charges, it
19 takes a lot of steps to do it. And one of the
20 steps is that I have to go back -- the District--
21 when officers work establishments, the PD157c
22 form is attached to a weekly report for each

1 establishment.

2 So I have to go back to the week of
3 each one of these dates and pull that 157c form
4 to look at it. And so I believe at some point in
5 December, Heaven & Hell was suspended. So I had
6 to compare the dates that the club was suspended,
7 because at times officers -- Heaven & Hell was
8 getting suspended frequently. So it was hard for
9 some of the officers to keep up with dates they
10 were suspended.

11 So some officers were going to the
12 establishment. So I had to go back and adjust
13 the dates that officers went to the establishment
14 on the dates that they were suspended.

15 In addition to that, Heaven & Hell
16 were closed on the dates that they were supposed
17 to have detail. They closed without notifying
18 us, so I had to adjust some of these.

19 So that is why this invoice had
20 errors. So we had to make a lot of adjustments
21 on this. And this invoice was not supposed to be
22 paid until all the adjustments were corrected.

1 However, Mr. Mehari paid it anyway and it caused
2 a lot of confusion.

3 Q So it's your -- is it your testimony
4 that even though this invoice had multiple
5 errors, he was expected to pay the invoice
6 anyway?

7 A No, he was not expected to pay it.

8 Q How was he informed that he was not to
9 pay it?

10 A I told him when he called me not to
11 pay it.

12 Q Oh, okay.

13 A That is my procedure --

14 Q Okay.

15 A -- on all establishments that when
16 there is an error on an invoice --

17 Q Okay.

18 A -- because I don't want them to pay it
19 when there are errors on the invoice. Give me a
20 chance to find out what the error is, so we can
21 correct it. But if there is not an error on
22 there, then you have to pay it by the deadline

1 date or if the deadline date has passed, it
2 becomes due immediately. That's just the
3 procedure that I do for all establishments.

4 Q And this communication about this
5 procedure that you do is contained in a written
6 document or is this verbal?

7 A This is a verbal document, verbal.

8 Q Again looking at Exhibit 102, there is
9 a statement that the OCFO was confused as how to
10 apply Check 4016, an overpayment of \$694.70. It
11 further states that when you add other invoices
12 5281 and 5314, they total \$150. In fact, the
13 four bottoms of another invoice 5281.

14 I'm not quite sure how that is
15 handled. Is the office in OCFO?

16 A So at year-end, the OCFO was closing
17 out all invoices. They were trying to put all
18 officers' time at the end of September 30th on all
19 the invoices.

20 At some point when they thought they
21 were finished, they sent out invoices. Somehow
22 or another, they must have omitted officers' time

1 up to September 30th.

2 So instead of them doing separate
3 invoices for those stragglers, they decided to go
4 back into those original invoices and add time,
5 those stragglers onto the invoice. In a lot of
6 cases, establishments had already paid the
7 original invoice.

8 So what it meant was invoices were
9 paid, after they were paid, the stragglers got
10 added on to that invoice, not knowing that, I
11 guess, the OCFO for some reason or another not
12 knowing that the invoice was paid, sent out a
13 revised invoice with the new dollar amount, the
14 full dollar amount.

15 So establishments were paying a new
16 dollar amount, which was more than what they
17 should have been paying. So that added more
18 confusion to the situation.

19 Q Okay. Looking at Item No. 5 of
20 Exhibit 102, you state that Heaven & Hell was
21 suspended on January 10, 2018. Is that correct?

22 A Yes.

1 MR. ADAMS: Objection. Relevance?
2 It's a prior suspension. It's an example in a
3 prior case.

4 MR. FARMER: I mean, you submitted
5 this exhibit, but I -- again, I'm trying to
6 illustrate the difficulties in communication
7 between Heaven & Hell and the police RDO system.

8 CHAIRPERSON ANDERSON: And the only
9 reason I'm going to overrule the objection is
10 because it's a document that -- this document is
11 --- is this document in there? What is this?

12 MR. ADAMS: It's in.

13 CHAIRPERSON ANDERSON: It's in
14 evidence, so it's --

15 MR. FARMER: And I --

16 CHAIRPERSON ANDERSON: -- you go
17 ahead.

18 MR. FARMER: -- apologize, Mr.
19 Chairman.

20 CHAIRPERSON ANDERSON: No go ahead.

21 MR. FARMER: I received these things
22 last night, but we were unable --

1 CHAIRPERSON ANDERSON: Mr. Farmer, I
2 informed both parties that they need to exchange
3 documents seven days in advance. I was told by
4 Mr. Adams this morning that you both agreed to a
5 late disclosure, so that's not my concern.

6 My rule is seven days in advance. And
7 you guys did not comply with the seven day
8 disclosure notice, so I, with all due respect,
9 that's between the both of you. So I really
10 don't care.

11 MR. ADAMS: So to clear it for the
12 record, just these -- this document was provided
13 seven days in advance. There are newly
14 discovered documents that were provided
15 yesterday.

16 CHAIRPERSON ANDERSON: I know. I'm
17 just saying I don't have a problem with it, but I
18 don't want anyone to be complaining that I got
19 documents yesterday when I have told folks that
20 seven days in advance and I was told that
21 documents -- that the parties agreed to a late
22 disclosure, that's the only clarification I was

1 making. All right.

2 BY MR. FARMER:

3 Q Okay. Ms. Smith, turning my -- your
4 attention to Item No. 6 in Exhibit 102, you state
5 that Heaven & Hell paid by certain Check No.
6 Invoice 5453 and another check which was the
7 balance of another Invoice 5281.

8 Item No. 7 states that H&H was emailed
9 a form listing all of the errors on the Invoice
10 5453 and that MPD would be providing them a
11 credit that would take up to two months to post,
12 however, and however all other invoices are good.

13 A Yes.

14 Q Is that correct?

15 A That is.

16 Q Where was that credit actually -- that
17 credit actually posted?

18 A I am not sure. It was posted
19 periodically. Some of it was posted in March.
20 And I think the last one might have been posted
21 in April or early May.

22 Q So are you -- is there any way of

1 saying that there was ever an accurate accounting
2 for all invoices due prior to suspension on
3 January 10, 2018?

4 A Before January 10th?

5 Q That was the date of suspension.

6 A Yes. I did a summary of all of
7 Invoice 53 -- I'm sorry, 5453 showing, well,
8 actually a history of all the invoices, the
9 dollar amounts, all the payments and how all the
10 payments were applied to the invoices to Mr.
11 Mehari and yourself.

12 Q Prior to suspension?

13 A Yes.

14 Q And when was that submitted?

15 A I do not recall. I don't have that
16 information in front of me.

17 Q All right.

18 MR. FARMER: Mr. Chairman, I have no
19 further questions for Ms. Smith.

20 CHAIRPERSON ANDERSON: All right.
21 Does the Government rest? Oh, I'm sorry. I'm
22 sorry. There is too much going on here. All

1 right. Any questions by any Board Members?

2 Oh, let me just before -- let me take
3 up -- put a pin in the case. Are the parties
4 here for Capitol Wine and Spirits? I'm not quite
5 sure how -- do you have any witnesses, Mr.
6 Farmer?

7 MR. FARMER: I do not.

8 CHAIRPERSON ANDERSON: You don't have
9 any witnesses. All right. So these are the
10 options that I want to put out to you. We
11 probably could take this case up maybe around
12 12:00, that's going to mess with our lunch, but
13 that's not an issue. That is not your problem.
14 So we probably could take up this case at maybe
15 11:45, 12:00 or we can postpone this case until
16 March 13th at 1:30. Your option.

17 So why don't you tell me what you want
18 to do? You can let me know what you want to do.
19 All right. Okay. Fine.

20 All right. Any questions by any Board
21 Members? Go ahead, Mr. Alberti.

22 MEMBER ALBERTI: The last question

1 actually is the lead-in to my question about you
2 provided -- I'm looking at a part of, I guess,
3 Exhibit 101, I think it is. And I have trouble
4 keeping track the exhibits.

5 Towards the end of Exhibit 101, there
6 is a spreadsheet. It kind of looks like this.

7 THE WITNESS: Yes.

8 MEMBER ALBERTI: All right. Was that
9 sent to Mr. Woldemariam?

10 THE WITNESS: Yes.

11 MEMBER ALBERTI: Do you know when?

12 THE WITNESS: No, not off hand.

13 CHAIRPERSON ANDERSON: You need to
14 speak into the microphone.

15 THE WITNESS: No, not off hand I don't
16 remember.

17 MEMBER ALBERTI: Approximately?

18 THE WITNESS: It must have been
19 sometime in January.

20 MEMBER ALBERTI: And you are sure of
21 that? Before the suspension?

22 THE WITNESS: Yes.

1 MEMBER ALBERTI: Okay. Because that's
2 what you testified earlier. Okay.

3 MR. ADAMS: I'm sorry, Mr. Alberti,
4 Mr. Chairman, just for clarification that is
5 Exhibit 101 for Case 18-251-00122, because there
6 are four exhibits there.

7 MEMBER ALBERTI: I believe so. I am
8 interested in the -- on this spreadsheet, I'm
9 interested in the things -- there are dates here
10 and I'm interested in the dates. Well, 2000 --
11 12/14/2017 and earlier. So I'm interested in
12 those rows.

13 So I assume that that's the case that
14 we are talking about?

15 CHAIRPERSON ANDERSON: Hold on.

16 MEMBER ALBERTI: Those dates?

17 MR. ADAMS: That is one case.

18 CHAIRPERSON ANDERSON: No, but hold on
19 a minute. What exhibit is this?

20 MR. ADAMS: This is Exhibit 101 from
21 Case 18-251-00 --

22 MEMBER ALBERTI: It's twice in here

1 with that exhibit.

2 MR. ADAMS: It has been admitted and
3 it is page no. 94.

4 CHAIRPERSON ANDERSON: But there has
5 been no -- Mr. Alberti, there has been no
6 questions raised on Exhibit 101. So you can't
7 really ask questions on Exhibit 101, because that
8 also -- I'm just saying although it's in the
9 record, but no one has asked any questions on
10 that.

11 MEMBER ALBERTI: May I speak to that?
12 Mr. Farmer asked if Mr. Woldemariam was informed
13 and I believe this is how he was informed. But
14 so can I ask Ms. Smith how he was informed?

15 CHAIRPERSON ANDERSON: Yes, you can go
16 ahead, yes.

17 MEMBER ALBERTI: So you said -- Mr.
18 Farmer asked you if he was informed before the
19 suspension and you said you gave him a list of
20 all the checks and invoices due and how did --

21 THE WITNESS: I sent --

22 MEMBER ALBERTI: -- what did that look

1 like?

2 THE WITNESS: I sent them by email.

3 MEMBER ALBERTI: Did you send it in a
4 spreadsheet or anything?

5 THE WITNESS: It was an attachment on
6 the -- to the email.

7 MEMBER ALBERTI: All right. Can I ask
8 if this exhibit would have been that attachment?

9 THE WITNESS: Yes.

10 MEMBER ALBERTI: So the exhibit we are
11 talking about would have been an attachment to an
12 email, to that email?

13 THE WITNESS: Yes.

14 MEMBER ALBERTI: Okay. But this goes
15 through January 21st, so that would -- when was
16 the date of the suspension?

17 THE WITNESS: There were several
18 suspensions.

19 MEMBER ALBERTI: The one with this
20 case.

21 THE WITNESS: The last suspension I
22 recall in January was January 23rd.

1 MEMBER ALBERTI: Okay. I'm going to
2 inquire here whether I can ask about these dates?
3 About the --

4 CHAIRPERSON ANDERSON: Mr. Alberti,
5 you can ask about -- all right. These are the --
6 we had testimony on Exhibit 109, 110, 111, 112
7 and 102. So those are the exhibits that there
8 were specific questions on, so any exhibit, any
9 of those numbers you can ask questions. If there
10 are -- if no questions were asked on the
11 exhibits, then it's unfair to either side to ask
12 a question if that document is not -- if there
13 were no direct questions on.

14 But yes, Mr. Farmer?

15 MR. FARMER: Maybe I'm confused. I
16 don't know if the -- he said that this was
17 attached to an email, but I don't have an
18 identification of when or what email that is.
19 And I don't know if that is an exhibit, so --

20 CHAIRPERSON ANDERSON: As I -- there--
21 I believe for the record his concern, I'm just
22 trying to make sure that we talk about exhibits

1 that -- I know that exhibits were introduced, but
2 -- were moved in evidence, but there were no
3 testimony on certain exhibits, so I'm just
4 mindful to say that we need to have questions --
5 I mean, we can ask general questions, but if we
6 are going to try to point someone to an exhibit
7 that there was no direct examination of -- you
8 can't say anything, Mr. Woldemariam.

9 You have to -- in this particular
10 case, you have to talk through your lawyer. So
11 that's basically where we are. Okay.

12 MR. FARMER: Okay. I guess, Mr.
13 Chairman, my concern is again fighting over
14 points, if we are going to ask questions about
15 this particular summation of the invoices and in
16 response to Mr. Alberti's question it is
17 referring to an email, which I'm not sure is in
18 the record or I haven't had any identification to
19 that, I'm not sure what we do with that.

20 MR. ADAMS: For clarification, there
21 record is part of Exhibit 101 for again Case 18-
22 251-00122. This is an attachment to a case

1 report provided by Nicole Langway that included
2 emails, police reports, the order, the email
3 communications between Ms. Smith and the
4 establishment and yourself, Mr. Farmer, and
5 actually you can see the pages.

6 MR. FARMER: Which one?

7 MR. ADAMS: You see pages 4 and it's
8 Exhibit 4 and -- actually, Exhibit 5, but if this
9 is described within the case report, but that was
10 part of the case report. There is an attachment
11 to an email, according to the case report it says
12 an attachment to an email, dated 5/3/18 that was
13 sent, I believe, to you, Mr. Farmer.

14 MR. FARMER: I'm sorry, which --
15 you've shown the exhibit, but to which case?

16 MR. ADAMS: 18-251-00122. If I'm not
17 mistaken, is the question withdrawn from Mr.
18 Alberti?

19 MEMBER ALBERTI: I guess, because I
20 have no --

21 MR. ADAMS: Right. So I'm not sure
22 if --

1 MEMBER ALBERTI: Well, I still have a
2 question. We still have a question, sir.

3 Okay. So the suspension of January
4 23rd was based on outstanding monies due as of
5 when?

6 THE WITNESS: There were two
7 outstanding invoices. The first one was due on
8 December 30, 2017.

9 MEMBER ALBERTI: Um-hum.

10 THE WITNESS: The second one was due
11 January 13, 2018.

12 MEMBER ALBERTI: Okay. So on January
13 13th, you would have expected Mr. Woldemariam to
14 have a balance of zero --

15 THE WITNESS: Yes.

16 MEMBER ALBERTI: For due -- for
17 invoices that were due?

18 THE WITNESS: Yes.

19 MEMBER ALBERTI: All right. And
20 knowing some hiccups because of confusion of
21 payments, overpayments and then credits and all
22 of that, in the end, when you looked at all of

1 the invoices due and compared -- and the sum of
2 all of the invoices due as of January 13th and the
3 sum of all payments made as of January 13th, did
4 he still owe monies?

5 THE WITNESS: Yes.

6 MEMBER ALBERTI: And you know that
7 because?

8 THE WITNESS: Because of the invoice--
9 what I did, Mr. Alberti, is that with the issues
10 of the credits and him making double payments, I
11 conditionally took him off of suspension and I
12 was trying to --

13 MEMBER ALBERTI: When did you
14 conditionally take him off?

15 THE WITNESS: I believe it was January
16 17th.

17 MEMBER ALBERTI: Okay. But then you
18 put him back on on January 23rd?

19 THE WITNESS: Yes.

20 MEMBER ALBERTI: Okay. So then -- all
21 right. So what happened between January 17th and
22 January 23rd?

1 THE WITNESS: There was two invoices
2 that I named previously were not paid.

3 MEMBER ALBERTI: So on January 23rd,
4 you concluded that he still owed -- when I look
5 at all the invoices that he owed on, and I look
6 at all the checks that he paid to that date, you
7 say there was on outstanding balance?

8 THE WITNESS: Yes, sir.

9 MEMBER ALBERTI: Okay. Did you
10 provide any information to Mr. Woldemariam from
11 which he could glean that information?

12 THE WITNESS: Yes, sir.

13 MEMBER ALBERTI: How?

14 THE WITNESS: Email.

15 MEMBER ALBERTI: Well, what was in
16 that email?

17 THE WITNESS: There -- in one of the
18 exhibits, there is a list of all of the checks.
19 I'm sorry, of a list of invoices.

20 MEMBER ALBERTI: Um-hum.

21 THE WITNESS: A list of payments. And
22 how overpayments were applied.

1 MEMBER ALBERTI: Okay. Forget about
2 the overpayments. I want to interrupt you,
3 because I think you have answered my question.
4 You gave him a list of all the invoices and the
5 amounts for all those invoices?

6 THE WITNESS: Yes.

7 MEMBER ALBERTI: And you gave him a
8 list of all the checks that he submitted?

9 THE WITNESS: Yes.

10 MEMBER ALBERTI: Okay. So he could
11 check --

12 THE WITNESS: Yes.

13 MEMBER ALBERTI: -- what he submitted.
14 And he could check the invoices that he got.

15 THE WITNESS: Yes.

16 MEMBER ALBERTI: And you are saying
17 that if I add up all the amounts on those
18 invoices and compare it to all the amounts that
19 he paid in checks, there was still an outstanding
20 balance?

21 THE WITNESS: Yes, sir.

22 MEMBER ALBERTI: And Mr. Woldemariam

1 should have been knowing that from your email --

2 THE WITNESS: That's correct.

3 MEMBER ALBERTI: Thank you. I have no
4 further questions.

5 CHAIRPERSON ANDERSON: Any other
6 questions? Yes, Mr. Silverstein?

7 MEMBER SILVERSTEIN: Very briefly.
8 Ms. Smith, you referenced comments and testimony
9 made in a, I believe, Fact-Finding Hearing on
10 June 6, 2018 by Lieutenant Augustine and Sergeant
11 Rooney regarding the need for the RDO here,
12 correct?

13 THE WITNESS: Yes.

14 MEMBER SILVERSTEIN: And just to put
15 in the record, this is where Lieutenant Augustine
16 said that the licensee was, in his testimony,
17 blatantly disregarding the conditions of their
18 renewal, RDO, cameras, cooperating with police,
19 in the case of the stabbing and not being
20 cooperative with the community.

21 And then Sergeant Rooney said had the
22 RDO been there, it might have been prevented, the

1 stabbing. The victim was stabbed in the abdomen
2 and parts of his abdomen were hanging out of his
3 body. The stabbing did not occur right out in
4 front of Heaven & Hell, but the parties came out
5 of there and had there been an RDO, it might not
6 have happened.

7 The two parties were jawing each other
8 down the street before it happened. So you, in
9 fact, informed the licensee that there was a real
10 public safety issue here, that this was not
11 simply a matter of complying with a Board Order,
12 but beyond that, that public safety was a
13 concern.

14 THE WITNESS: Yes.

15 MEMBER SILVERSTEIN: Could you recall
16 what you said in your notification to him?

17 THE WITNESS: Well --

18 MEMBER SILVERSTEIN: Something along
19 those lines?

20 THE WITNESS: -- yeah. I believe that
21 the conversation with me and Mr. Mehari was that
22 he felt that he didn't need to have RDO services

1 and that particular incident was not from his
2 patrons. And he didn't feel that he was
3 responsible nor his patrons was responsible for
4 it. And I informed him that the -- one of the
5 reasons for this program is for public safety and
6 that the Board felt that it was a need for him to
7 have RDO services.

8 I kind of have that conversation any
9 time the Board mandates an establishment to have
10 RDO services.

11 MEMBER SILVERSTEIN: Thank you. No
12 further questions.

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

15 Ms. Smith, just one question I want to
16 ask. You said you routinely email the licensee
17 when -- to say that the invoice was outstanding.
18 Is that correct?

19 THE WITNESS: Yes, sir.

20 CHAIRPERSON ANDERSON: And do you
21 receive a response from the -- did you receive
22 any responses from him for any of the periods

1 when you emailed him?

2 THE WITNESS: Mr. Mehari does not use
3 email. He will call me. And when he calls me, I
4 will turn around after the phone call and send
5 him an email to recap our telephone conversation.

6 CHAIRPERSON ANDERSON: I'm confused.
7 You are saying that -- so are you saying that you
8 sent him an email. He received the email, but
9 then he telephones you in response to the email?
10 Is that what you are saying?

11 THE WITNESS: Well, no. I sent him an
12 email and many times he will not reply. He won't
13 reply to an email or he doesn't respond to an
14 email sometimes weeks or months later. And when
15 he does, it's by telephone.

16 CHAIRPERSON ANDERSON: No, I guess
17 what I'm trying to find out from you is how do
18 you know that he received the email? How do you
19 know he received the email? If you are saying he
20 doesn't respond or reply to the email.

21 THE WITNESS: I don't. At that time,
22 I didn't know. Now, because of situations like

1 this, when I sent out emails, I use the Outlook
2 Office Assistant by putting on the delivery
3 receipt and the read receipt.

4 CHAIRPERSON ANDERSON: So you don't --
5 but you don't know though -- I'm sorry, you said
6 delivery and receipt, so I think what I'm trying
7 to find out is that you don't have any proof that
8 he has ever read any of these emails that you
9 send him.

10 THE WITNESS: No, I don't.

11 CHAIRPERSON ANDERSON: Mr. Farmer, any
12 questions based on the questions that were asked
13 by the Board?

14 MR. FARMER: No, thank you. Not at
15 this time. I have some closing statement.

16 CHAIRPERSON ANDERSON: Mr. Adams?

17 MR. ADAMS: Yes.

18 REDIRECT EXAMINATION

19 BY MR. ADAMS:

20 Q Now going back to your earlier
21 testimony, you were asked about OCFO's policy on
22 emails, right? The fact that they can't get

1 access to the emails?

2 A Yes.

3 Q Do you remember that? Have you had
4 conversations with Mr. Woldemariam about that
5 policy?

6 A I have several times.

7 Q And what were those times that you--

8 A He wanted to have his invoices mailed
9 to him. So I contacted one of the
10 representatives from the OCFO and I asked him
11 about it and he informed me that Mr. Mehari had
12 even called him and his supervisor and asked him
13 about having his invoices mailed to him. And he
14 was told several times no, they do not mail
15 invoices. Invoices are sent out electronically
16 via email.

17 Q So in terms of the agreement, does it
18 discuss the establishment's responsibility to
19 check their email?

20 A I cannot recall.

21 Q Have you had conversations with Mr.
22 Woldemariam about responsibility for him to check

1 email?

2 A Yes.

3 Q And then what were those
4 conversations?

5 A That you will receive your invoices by
6 email.

7 Q Now, you were asked several questions
8 about Invoice 5453, which was the disputed
9 invoice.

10 A Yes.

11 Q And in terms of -- and if I'm not
12 mistaken, at some point you stated that there are
13 communications telling Mr. Woldemariam not to pay
14 that invoice?

15 A Yes, that was a telephone
16 conversation.

17 Q That was a telephone conversation?

18 A Yes.

19 Q That occurred prior to the payment?

20 A Yes.

21 Q Okay. Now, but in general, this is a
22 dispute where there was a situation whereas Mr.

1 Woldemariam stated that there was a problem with
2 the invoice, correct?

3 A Yes.

4 Q So essentially, are you saying that in
5 an instance where an establishment -- well, what
6 do you do when establishments state that there is
7 problems with their invoices?

8 A Whenever an establishment informs me
9 that their invoice is wrong, I ask them for the
10 invoice number. As you can see on a lot of the
11 invoices, there is multiple dates. I will ask
12 them what date is the issue with. And then I
13 will tell them all right, well, until I finish my
14 research, you do not have to pay this invoice,
15 but once I finish my research if there is not a
16 problem with the date, you have to pay the
17 invoice by the due date.

18 If the due date has passed, the
19 invoice is due immediately. If it is a problem
20 with the invoice, you do not have to pay it until
21 the adjustment is submitted and it will take
22 payroll up to two months to correct it.

1 Q And you are saying that this is your
2 policy for all establishments?

3 A Yes, sir.

4 Q And this case, specifically for this
5 establishment, you made the effort to make sure
6 their invoices were correct?

7 A Yes.

8 Q In terms of -- you were asked
9 questions about adjustments or I believe the
10 officers providing sheets to the establishments.

11 A Yes.

12 Q Whose responsibility is it to keep
13 track of officer hours?

14 A It is the establishments, because they
15 can take that sheet and make copies.

16 Q Now, you were asked questions about
17 the invoice and payment process by Mr. Farmer.
18 Can you tell us whether or not those -- whether
19 the information from the agreement and the
20 payment process was explained to Mr. Woldemariam?

21 A Yes.

22 Q And how was that done?

1 A There was a, what I call a cheat
2 sheet, which is just a recap of a shorter version
3 of the agreement that I have attached to the
4 email when I send the agreement. And it is just
5 an easier read of the agreement and it explains
6 it in there and also I have that conversation
7 with the establishment about how that process
8 works.

9 Q So you did have an oral conversation?

10 A Yes.

11 Q All right.

12 MR. ADAMS: I have no further
13 questions.

14 CHAIRPERSON ANDERSON: Thank you, Ms.
15 Smith, for your testimony. You can step down.

16 (Whereupon, the witness was excused.)

17 MS. SMITH: You're welcome.

18 MR. ADAMS: At this time, the District
19 rests its case.

20 CHAIRPERSON ANDERSON: Thank you. Mr.
21 Farmer, do you wish to call a witness?

22 MR. FARMER: Yes, I wish to call Mr.

1 Woldemariam.

2 CHAIRPERSON ANDERSON: Can you raise
3 your right hand, sir?

4 Whereupon,

5 MEHARI WOLDEMARIAM

6 was called as a witness by Counsel for the
7 respondent, and having been first duly sworn,
8 assumed the witness stand and was examined and
9 testified as follows:

10 MR. WOLDEMARIAM: I swear.

11 CHAIRPERSON ANDERSON: Your witness,
12 sir. And when you speak, speak in the
13 microphone, please.

14 MR. WOLDEMARIAM: Okay.

15 DIRECT EXAMINATION

16 BY MR. FARMER:

17 Q Mr. Woldemariam, you just heard the
18 testimony to -- from Ms. Smith.

19 CHAIRPERSON ANDERSON: Mr. Farmer, I'm
20 sorry, but who is Mr. Woldemariam?

21 MR. FARMER: I'm sorry?

22 CHAIRPERSON ANDERSON: Who is Mr.

1 Woldemariam?

2 MR. FARMER: Okay.

3 BY MR. FARMER:

4 Q Mr. Woldemariam, would you tell the
5 Board who you are, please?

6 A My name is Mehari Woldemariam. I'm
7 the owner of Green Island Café/Heaven & Hell
8 Incorporated.

9 Q And is that -- and as the owner of
10 that, have you had occasions where you have
11 contacted Ms. Brenda Smith regarding MPD RDO
12 officers?

13 A Yes, I do.

14 Q Okay. Did Ms. -- when did you have
15 your initial contact with Ms. Smith?

16 A 2017 exactly, but in March, I believe.

17 Q I'm sorry, could you repeat that?

18 A I don't have the exactly date of the
19 meeting.

20 MEMBER SILVERSTEIN: Please, speak
21 into the microphone, sir.

22 THE WITNESS: Yes, I will.

1 BY MR. FARMER:

2 Q And how did -- did you call Ms. Smith
3 or did she call you?

4 A The first time she called me.

5 Q Okay. And do you have an approximate
6 date for that call?

7 A Well, it has been too long. I don't
8 have it with me, but it's in the records.

9 Q And can you tell us anything about the
10 substance of that call?

11 A Well, she asked me even the point
12 about ABC to have RDO on the premises. Whatever
13 else I say yes. So she tell me and I have
14 opinion to make on something, I definitely came
15 to you consult with my lawyer and when I send the
16 invoice, I want them paid now. 899 North Capitol
17 and the sixth floor, 601, I believe, I want them
18 paid and get the -- my check.

19 Q Mr. Woldemariam, in your initial phone
20 call with Ms. Smith, did she indicate any
21 concerns that the police department had with your
22 operation?

1 A Well, she don't and then she mention
2 about RDO is going to be at this time and this
3 time. And I respond to her also well, the RDO
4 was starting, but there was no RDO this weekend.
5 So they were all scheduled. I don't know what
6 happened. I called about it myself where the
7 RDOs was at. And she told me I'm going to check
8 with Lieutenant Rooney and she get back up to --
9 with me, that I know.

10 Q Okay. Do you recall when you received
11 your first invoice?

12 MR. ADAMS: Objection. Relevance.

13 THE WITNESS: Can you repeat that
14 again?

15 MR. FARMER: I am trying --

16 CHAIRPERSON ANDERSON: Mr.
17 Woldemariam, if there is an objection, the
18 lawyers will argue and then I will let you know
19 whether or not you need to answer the question,
20 sir.

21 THE WITNESS: Yes, sir.

22 CHAIRPERSON ANDERSON: Mr. Farmer?

1 MR. FARMER: We previously asked
2 questions of Ms. Smith and I'm asking him whether
3 -- how initial contact was made, basically, what
4 was explained to the recipient of RDO services.

5 And we subsequently asked questions
6 about the system invoices and how he was notified
7 and how the invoices were submitted. And
8 objections to those invoices.

9 I am trying to establish a chain of
10 communication, if you will.

11 CHAIRPERSON ANDERSON: I'll sustain
12 the objection. You can answer the question, Mr.
13 Woldemariam.

14 MR. ADAMS: Sustain or overrule it?

15 CHAIRPERSON ANDERSON: I'm sorry. I
16 overrule the objection. You can answer the
17 question, Mr. Woldemariam.

18 THE WITNESS: Yeah, when we discuss
19 what Ms. Smith and she give me all the
20 information where to go and I get back to you.
21 I'm going to ask Lieutenant Rooney, but she
22 haven't. It was very poor communication with her

1 that first time.

2 BY MR. FARMER:

3 Q I'm going to turn your attention to
4 the period of January of 2018 and specifically,
5 there was an invoice which I think you are quite
6 familiar with, Invoice No. 5453, which is in
7 evidence as Exhibit 102. The case is 51, 95, 84
8 and 122.

9 Did Ms. Smith tell you that the
10 invoices had errors in it?

11 A Can you repeat that again? My invoice
12 what?

13 Q The Invoice No. 5453, which is in
14 Exhibit 102, my question is did Ms. Smith tell
15 you that the invoice had errors in it?

16 A Actually, I mentioned to her I've been
17 charged, overcharged from you dates on that,
18 because every invoice she send me and this is --
19 I had all expense if you give it to me and I'm
20 being overcharged. Then she posts on that back
21 again, yes, there has been -- the money is
22 supposed to come back to you, but I never see the

1 money back, because I overpaid.

2 As well also, only check I wrote to
3 them, I had a copy to ABC ABRA Investigators or
4 whoever works here and, you know, a copy in the
5 beginning for evidence.

6 Q Again, turning your attention to
7 January of 2018, did you receive a Delinquency
8 Notice for unpaid invoices?

9 A Well, yes, I do, but I have been told
10 from her overpaid and that if I overpaid, I
11 supposed to be reimbursed and if I have any
12 balances, I supposed to pay. That's what I was
13 working myself to do, Office of Payment at North
14 Capitol to pay, whatever she send me in email, I
15 see that amount, I will then take care of it.

16 There is not occurred in this Ms.
17 Smith's negligent, I don't know what happens, it
18 doesn't come accurate and I was overpaid always.

19 Q Did you have a conversation with Ms.
20 Smith after receiving the Delinquency Notice?

21 A Even I paid the bill, I call her
22 myself. I paid this amount. No, you send --

1 you're in delinquency and no, I'm not because I
2 paid. Do you have communication with the office
3 for payment? As soon as I pay, I have a copy to
4 prove it. Do you have any communication? She
5 say let me ask them. Let me call them, that's
6 what I get from her.

7 Q Okay. And after that communication
8 with Ms. Smith, did you have --

9 A She called me. She asked did --

10 Q Let me ask my question first.

11 A Go ahead.

12 Q Okay. After that communication with
13 Ms. Smith, did you testify, get this by
14 telephone?

15 A I always communicate by telephone with
16 her.

17 Q Okay.

18 A Thank you.

19 Q After that communication, did you have
20 subsequent communication with Ms. Smith about the
21 overpayment?

22 A Yes, I did mention to her and I also

1 mentioned to you I have overpaid this, they were
2 charging me.

3 Q Well, the question is whether you had
4 subsequent communication with Ms. Smith?

5 A Yes, I did.

6 Q Okay. And could you tell us the
7 substance of that communication?

8 A Well, I tell her this week was only
9 one MPD. Last week was only two MPD, they didn't
10 show up. They show on Friday, they didn't show
11 on Saturday. This is delinquency. This is not
12 accurate job. What you want me -- how will I
13 trust you? You send me a bill which is the MPD
14 is not here. That was my fight all along.

15 And also the MPD come to the job, they
16 sign the paper and we never see them after that.
17 And I was certain complain. I am not hiring,
18 paying people for Adams Morgan, the whole Adams
19 Morgan, even though I like to see safety and
20 peaceful Adams Morgan, but I'm not going to be
21 charged for all Adams Morgan.

22 So the people have -- they can be on

1 foot, they can be sit down in the car or,
2 according to me, across the street, but not
3 elsewhere. I always complain about this. Thank
4 you.

5 Q Okay. Mr. Woldemariam, I'm going to
6 ask you again to concentrate on the period
7 preceding your suspension on January 10, 2018.
8 And you just testified that you had a subsequent
9 communication with Ms. Smith before that
10 particular time period. I'm asking you for the
11 substance of that communication.

12 A As soon as I'm aware with the
13 communication with her, my bill is paid right
14 away. I don't say oh, the next day, I told them.

15 Q Thank you. Mr. Woldemariam, I'm
16 asking you what was actually said during that
17 conversation?

18 A We always discussing about the unpaid
19 bill. She always talk about delinquency,
20 delinquency, but I don't have delinquency because
21 they work for it, they got to get paid for it.
22 That's my thinking.

1 Q I'm sorry, I didn't hear.

2 A They work for it, they got to get paid
3 for it. That's what I know.

4 Q Again, I'm asking you what was said.
5 I'm just trying to be very specific.

6 A I -- what I say is the -- I ask her
7 when you send delinquency, why don't you
8 communicate with your office? That was
9 discussed. Thank you.

10 Q Did you subsequently pay that -- the
11 delinquency in January of 2018?

12 A Yes, I do.

13 Q And how did you make that payment?

14 A I always make a payment by check.

15 Q Okay.

16 A And I have a copy of it.

17 Q Where did you make that payment?

18 A At North Capitol, 601.

19 Q Okay. Did you communicate the fact
20 that payment was made to Ms. Smith?

21 A I call her myself and she say you are
22 in delinquency, that was the answer from her.

1 Q She said you were in delinquency after
2 the suspension?

3 A Yes.

4 Q Again?

5 A Yes.

6 Q Okay. And what else did she say?

7 A And I tell her how can I be
8 delinquency when it's already paid? Five days
9 after and why don't you check with your office,
10 why don't you have good communication? When I
11 paid them, I had a copy, I have proof. You
12 should have something from your office. Let me
13 call them, that's what I get answer from her.
14 Let me call them and find out.

15 Q I'm sorry, you testified that Mrs.
16 Smith --

17 A Yes.

18 Q -- she would call the office?

19 A Yes.

20 Q Okay. And did she subsequently
21 communicate with you about the substance of that
22 phone call?

1 A That specific phone call she didn't
2 respond.

3 Q I'm sorry?

4 A After I paid, after we discuss, she
5 supposed to call me back, but she doesn't.

6 Q In January of 2018, specifically
7 January 23, 2018, were you suspended again?

8 A Yes, I do.

9 Q And were -- how were you notified of
10 that suspension?

11 A She send me an email when I see it, I
12 went to the North Capitol Street to have the
13 balance -- actually, I paid with the three
14 different checks paid them on one. Each one of
15 them I had a copy in my office.

16 Q Okay. And when you paid that, was
17 that payment communicated to Ms. Smith?

18 A No. It was I called and it was 4th
19 Street, N.W., another office a man -- it was
20 another man, I get the number from the Office of
21 Payment. They give it to me and I call in and
22 could you tell me the invoice what's due and he

1 give it to me over the phone.

2 The delinquent was in a false -- there
3 was another office with the same, because I give
4 the information from the North Capitol Street
5 when I was paying. Say you don't know you are
6 paying? I said I don't know, I don't have the
7 invoice here right now.

8 So they give me three invoice again,
9 \$22, \$55, amount small, it's not a lot. Those
10 are pending. I said well, I'm not aware of
11 those, but since you told me, let me pay for it
12 and I pay for it.

13 Q Okay. And again, my question is did
14 you communicate the fact that it was paid to Ms.
15 Smith?

16 A Yes.

17 Q Okay. And how did you do that?

18 A Well, I -- you keep suspending my RDO,
19 but I'm already paid. What are you trying to do
20 here? Actually, she told me yeah, yeah, you
21 overpaid actually. Well, why don't you correct
22 it instead of suspend it? That's what my

1 question to her.

2 Q And this was after the January 23rd?

3 A Yes.

4 Q 2018 suspension?

5 A Yes.

6 Q Did you have any additional questions
7 for Mrs. Smith?

8 A My additional question to her instead
9 of suspending my RDO, why didn't you communicate?
10 I'm willing to pay what I owe. But if they come
11 here and they don't work, I don't want to pay for
12 it, because the biggest fight between me and her
13 was the RDO came up here, sign and leave. And I
14 have difficulty. And I guess every business
15 person should be aware about that issue.

16 How are you going to spend your money
17 when the people is not working for it? Because
18 they RDO, they police officer, they have the
19 power to do. I object for her also insisting
20 there is one sent to me. I asked him consisting
21 there is one concern towards me, I asked him a
22 question and he want to suspend me. I asked my

1 lawyer to considering seeing about this case. He
2 doesn't -- he even know my lawyer as well.

3 I tell Ms. Smith about this. I don't
4 know who to complain. This was very damage for
5 business people like me. Discourage them,
6 destroy them, get them out of business and I am
7 very, very serious about this, because the Board
8 has to be concerned. I believe the Board is pro-
9 business. Not against the business.

10 MR. FARMER: Mr. Chairman, I have no
11 further questions for Mr. Woldemariam, at this
12 time.

13 CHAIRPERSON ANDERSON: Mr. Adams?

14 MR. ADAMS: Yes.

15 CROSS-EXAMINATION

16 BY MR. ADAMS:

17 Q All right. So, Mr. Woldemariam, you
18 are required to make payments to the invoices,
19 correct?

20 A Correct.

21 Q All right. And so in fact on each
22 invoice it states that you are supposed to state

1 what invoice you are paying, correct?

2 A Yes.

3 Q All right. And so for today, do you
4 have evidence -- you don't have evidence that
5 Invoice 5403 was paid prior to January 23rd, do
6 you?

7 A I have every invoice and can now copy
8 of payment.

9 Q Okay.

10 A It could be on time, no time, no
11 miscommunication, misunderstanding, I'm very
12 aware about that.

13 Q Okay.

14 A But not unpaid bill.

15 Q For Invoice 5403, was there -- do you
16 have -- have you provided -- you have not
17 provided evidence that you paid 5403 prior to May
18 2018, correct?

19 A Whatever you call it, I am very aware
20 about the invoices and other thing I am aware of
21 is I have to go pay them in North Capitol. I
22 always mention I pay.

1 Q No, I mean 5403.

2 A Individual numbers right now, I cannot
3 recall from my head.

4 Q Okay.

5 A But I am aware no unpaid bill.

6 Q Well, let me say this. You have --
7 today you are not presenting any copies of any
8 payments that you have made for the two invoices
9 that we have discussed today, correct?

10 A It's they always remember, if they
11 look at me, if they ask me, I give copy to my
12 lawyer. I have a copy in my office.

13 Q Actually, I need this to be a yes or
14 no answer. Do you -- have you presented today
15 while you are testifying, you have not provided
16 copies of those payments, correct?

17 A No.

18 Q Okay. Thank you.

19 MR. ADAMS: I have no further
20 questions. Oh, yeah, no further questions.

21 CHAIRPERSON ANDERSON: Oh, did you--

22 MR. ADAMS: No further questions. I

1 apologize, Mr. Chairman.

2 CHAIRPERSON ANDERSON: Any questions
3 by any Board Members? No?

4 Mr. Woldemariam?

5 THE WITNESS: Yes?

6 CHAIRPERSON ANDERSON: Ms. Smith
7 testified that she emails you. Do you receive
8 these emails from her?

9 THE WITNESS: Yes, Your Honor. I
10 receive my email, not quickly when I am busy and
11 I don't have time to look at it, but I go back
12 again and see some is correct, because I might
13 not see the same day or next day, but I see it.
14 And I see it and then I pay it right away.

15 CHAIRPERSON ANDERSON: All right. All
16 right. Okay. Mr. Adams, any questions based on
17 the one question that I asked?

18 RECROSS-EXAMINATION

19 BY MR. ADAMS:

20 Q So you do read your emails from Ms.
21 Smith, correct?

22 A I do read.

1 Q Okay.

2 MR. ADAMS: Thank you, Mr. --

3 THE WITNESS: I don't right away if
4 I'm busy, but I do. If I don't look at it the
5 same time, but I look at it next day. Thank you.

6 MR. ADAMS: No further questions.

7 CHAIRPERSON ANDERSON: Mr. Farmer?

8 MR. FARMER: No further questions.

9 CHAIRPERSON ANDERSON: Mr.
10 Woldemariam, thank you very much for your
11 testimony, sir. You can step down.

12 (Whereupon, the witness was excused.)

13 MR. WOLDEMARIAM: Can I make a
14 statement on record, if it's possible?

15 CHAIRPERSON ANDERSON: You can -- not
16 while you are in the witness stand, so you can
17 step down. When your lawyer does closing, if he
18 wants you to make a statement, that's between you
19 and your lawyer, sir.

20 MR. WOLDEMARIAM: Thank you.

21 CHAIRPERSON ANDERSON: Do you have any
22 other witnesses, sir?

1 MR. FARMER: I do not.

2 CHAIRPERSON ANDERSON: Do you rest?

3 MR. FARMER: I do.

4 CHAIRPERSON ANDERSON: All right. All
5 right. Any rebuttal witnesses?

6 MR. ADAMS: The District has no
7 rebuttal witnesses.

8 CHAIRPERSON ANDERSON: Do you wish to
9 make a closing?

10 MR. ADAMS: Yes, very quickly. Mr.
11 Chairman, Members of the Board, thank you for
12 your time. I know this hearing has gone longer
13 than we had initially expected.

14 This is -- the situation is very
15 clear. In fact, I think Mr. Woldemariam
16 encapsulated this perfectly. He speaks to the
17 idea that I believe it was stated in front of the
18 Board that he doesn't believe that he really
19 needs the RDO service, that he speaks when --
20 during his direct examination saying that
21 speaking about what he subjectively terms to be
22 the work of the RDO and whether or not they are

1 working for him, we -- even though this has
2 already been explained.

3 There is really two significant facts
4 that are here or really four. The Board -- and
5 frankly, the Board has acknowledged in its prior
6 decisions regarding Green Island/Heaven & Hell
7 and this RDO situation that did the establishment
8 have notice? The establishment did have notice.

9 The invoices -- he admits that he does
10 read his email. He admits that he gets -- Mr.
11 Woldemariam admits that he receives his invoices
12 via email. And that's the way that -- that's the
13 rules of the system. That there are two -- the
14 only invoices that are of significance are the
15 ones -- or the most significant are 5342 and
16 5403.

17 They were provided on a timely basis
18 and both of those invoices ran, in terms of that
19 they expired. One is December 30th and one on
20 January 13th.

21 We have already had stipulations that
22 once you are past that 30-day mark, you are, his

1 words, in suspension. In fact, for 5342, he was
2 not suspended at that time. In fact, he had been
3 reinstated from a suspension in December and then
4 suspended again and then reinstated in mid-
5 January for prior invoices that have not been
6 paid.

7 He is on notice that of how invoices,
8 when an invoice is to be paid. He has been on
9 notice and he admits on cross-examination that
10 when you pay an invoice, you pay the actual
11 invoice number and there is notice on the invoice
12 that that's what you do.

13 So for instance, so when we talk about
14 this whole idea well, we he paid 5453, but he
15 wasn't supposed to pay that, that's not something
16 for the Board to really get -- to really consider
17 or even try to make -- actually, adjust it
18 whatsoever.

19 It misstates that if you mistakenly
20 pay the wrong invoice, that's on you and you made
21 that mistake and that there is no situation of
22 equity where it's considered, it is the

1 establishment's responsibility to make the
2 payments to the right thing. You -- these are
3 business people. They run these -- there is --
4 themselves as business. They have to pay
5 attention to the rules, pay attention to those
6 guidelines and to the District's system.

7 Even if there is a payment on January
8 30th, none that were for again 5342 and 5403,
9 there has been no proof that before January 23rd
10 those payments were made. There is no proof that
11 after, immediately after, in the weeks
12 afterwards, that those specific invoices were
13 paid.

14 There is proof that Mr. Woldemariam
15 was provided notice on January 19th that -- first
16 of all, he was provided notice that there was
17 already to be paid already. He was provided a
18 second notice by Ms. Smith that he was delinquent
19 and that he has to pay immediately and still no
20 response by that time.

21 So the January 23rd beginning of
22 suspension is valid, because he had notice. He

1 didn't come around.

2 And then what happens afterwards
3 regardless of what payments were made, if he
4 didn't make it to those invoices, it doesn't
5 matter. And he didn't come around to doing that
6 until May 8, 2018. As a result, on -- for the
7 four cases that we have here, on 23 occasions, he
8 was cited for not having someone from the
9 establishment there. Now, that is the clear
10 orders of this Board that he must have
11 reimbursable detail officers from Thursday to
12 Sunday if you are open.

13 But on 23 occasions, he did not have
14 that. He could have decided to pay what was
15 disputed, but he did not. And he had the credit
16 later, but he did not do that. He could have
17 decided not to open because he knew that the
18 Board had conditioned his license that required
19 him to have RDO, knowing that he didn't have an
20 RDO, but he chose to ignore that.

21 So in each instance, essentially, Mr.
22 Woldemariam wants things to go the -- based upon

1 some subjective interpretation that only Mr.
2 Woldemariam is aware of and as a result,
3 completely disregard the will of the Board, the
4 policies of MPD, the policies of OCFO regarding
5 payment.

6 So essentially, these four cases are
7 completely 100 percent self-inflicted. Regarding
8 the whole situation with 5453, again, if you
9 don't -- if you remember, Board, just so the
10 Board should take notice that we have dealt with
11 this back in December on the two cases last -- in
12 December for 18-CMP-00050 and 18-CMP-00049. They
13 made the very same complaint regarding the very
14 same invoice.

15 And if you could look at Exhibit 102,
16 Exhibit 102 states that at some point they were
17 put in conditional good standing prior to the
18 subsequent suspension.

19 Anything regarding 5453 has no bearing
20 whatsoever in terms of your analysis here,
21 because it has already been covered and if
22 anything, it shows that Ms. Smith has gone above

1 and beyond to make sure that this establishment:

2 No. 1, didn't pay something that was
3 invalid. She said that she told him not to pay
4 and he paid it anyway.

5 No. 2, that essentially, you know, it
6 winds up being a situation where, again, the
7 establishment is just to keep track of its own
8 records.

9 And really, No. 3, that he hasn't had
10 any unfair charges that have been made.

11 The responsibility also -- there has
12 been also complaints about police officers.
13 Again, the theme that the District would really
14 have here is that there is responsibility that
15 must be taken by the establishment. You are
16 responsible for keeping track of records for your
17 officers.

18 You are responsible for making sure
19 that the hours are properly submitted.

20 You are responsible for asking for
21 credits. And in a situation with this
22 establishment where it has a mandate, if you

1 don't do that, if you don't pay your invoices
2 correctly, you are responsible. It's strict
3 liability and, unfortunately, and until you
4 accord your behavior correctly, you suffer the
5 consequences.

6 There is four cases here. We deemed
7 this -- I believe this is the second primary tier
8 offense, based upon the calculations from before,
9 the District -- the range is \$2,000 to \$4,000.
10 We recommend \$4,000 fines for each case, which
11 would be a total of \$16,000.

12 CHAIRPERSON ANDERSON: You said \$4,000
13 per case?

14 MR. ADAMS: Per case, total \$16,000.

15 CHAIRPERSON ANDERSON: Mr. Farmer?

16 MR. FARMER: Mr. Chairman, it was my
17 hope the consideration that in consolidating
18 these cases into one hearing, that they would be
19 treated as one. I think we have shown, anyway I
20 know we have previously discussed, I believe
21 communication between Mr. Woldemariam and the
22 police department and the administrators of the

1 RDO system are at best unclear and clearly non-
2 comprehensive.

3 I think he has been left with a system
4 that leaves him with no real true vehicle for
5 complaint in terms of the rendering of the
6 program, etcetera.

7 In previous orders, the Board has
8 indicated that their only consideration was
9 comply with the RDO. I think there is a little
10 more to it than that. I don't think that even
11 with Mr. Woldemariam's testimony, that it could
12 be indicated that he had no intention of
13 complying with the RDO nor should it be regarded
14 that it affected his thumbing his nose at the
15 Board or the system itself.

16 I think he has been presented with a
17 system that can only be described as being very
18 difficult to navigate if you will, in terms of
19 compliance. It was simply a matter of writing a
20 check, that check being rendered timely. That in
21 itself would depend on an accurate rendering of
22 services as described in the initial agreement,

1 that didn't occur.

2 And again, the accounting is very
3 confusing. I don't think there is anything
4 beyond that that really can be said.

5 In terms of closing, I'm going to turn
6 it over per instruction of the client, Mr.
7 Woldemariam.

8 MR. WOLDEMARIAM: Okay. Thank you for
9 giving me this opportunity to be here, because I
10 am a person in the business in Adams Morgan for
11 42 years in the business. There was all
12 different type of business.

13 I have been in Heaven & Hell for 39
14 years. I'm still the person to be established as
15 a business start from busboy, dishwasher, waiter,
16 bartender, manager, establishment. I have been
17 well experienced to this point. Chef, as a cook
18 as all that, but we will just say for, you know,
19 public service.

20 And part of myself what I do, I wish
21 everyone was run like me, to do like I do now.
22 And I'm selling the business. I own my business.

1 I own the building and my wife will operate it
2 next to me always.

3 This is not a playground. This is not
4 about politics. I'm not a politician. I don't
5 want to be in politics. I'm not a lawyer. I
6 don't want to be a lawyer. And the issue is
7 here, I've been dealing with this Board for the
8 last 40 years. I have never expressed such a
9 thing the city made where there is all the wrong.
10 With all this stated, with all the D.C.
11 Government, I will not deny it, but the Board
12 Order is a Board Order -- I have to follow it and
13 I did.

14 Here is what has happened. There is
15 a - if any MPD cannot communicate with me what
16 they do, which is wrong. We teaching our people
17 wrong. We teaching our people different
18 scenario. I am not going to buy that. And I'm
19 not going to lose my life with this. I'm going
20 to fight to the end of it.

21 But MPD have to be honest to work with
22 us. We have to be honest to our people. We are

1 not playing at the playground. We are here with
2 the public service, which is almost personal for
3 them. The people they provide them for me. And
4 I drew about 60, inside of my establishment, I
5 was at my establishment.

6 And we open our eyes upon what we do
7 in this kind of business and every establishment.
8 I am not just by myself. I employ 50 employees.
9 Those employees have families, raise kids, I'm
10 proud of what I do and I am not going to give up,
11 but I know the way to fight, I'm a business man
12 and I'm working for my life.

13 My life is not responsible -- no life
14 is not protected. I'm nothing. I am nothing,
15 just touch the D.C. Government. I'm a very clean
16 hard man. My taxes paid. My employees is paid.
17 Myself is paid. My place is clean representing
18 better place than anyone in Washington, D.C. I
19 have a cook, provide the food. I have a jazz
20 club, like the music. I have the comedy, provide
21 the public. Every one of them, even some of them
22 who have been working here, come to the place,

1 nothing else to enjoy.

2 What else do we need here? What are
3 we complaining about? Crime? What are we
4 complaining about? Racial issues? What are we
5 complaining about? Color issue? What is it
6 here? The Board have to concern better than
7 this. And I want you to know you've done a good
8 job. You have seem do good job. Look at it,
9 open your eyes. Where this case come from?

10 You have a person inside of you, right
11 in this office. Open up. What is going on here?
12 Investigator, good for you come to the party,
13 before you come to the meeting.

14 I understand 100 percent. The Board
15 is pro-business. Yes, you do. You do care about
16 business. You do care about young generation
17 come out to the business, maybe learn from me. I
18 am the teacher of every young dealership and I'm
19 responsible for it, because they can do it.

20 Can we encourage them or discourage
21 them? Can we help them, desert them? Do we need
22 something good here to rate by working hard?

1 That's the education. Oh, they want to receive a
2 grant, make a claim, put them in your club.

3 My question is we are making mistake,
4 we are pushing in the wrong direction for our
5 people maybe because our MPD, our MPD we need the
6 present Investigators. I can guarantee I can 100
7 percent every day I play the tape. I can show
8 you here what they do, how they are, what they
9 look for. It's a crime.

10 They separate the businesses. They
11 separate the cars. Who is Officer Augustine?
12 What does he have to do with us? Better do his
13 job. They breaking the doors on all our stuff.
14 Get them. We older men don't want them. We
15 don't get the service.

16 Your Honor, people getting crime in
17 Adams Morgan. We know. We are the business
18 people who can help you weed it out. What do we
19 need in our area in Adams Morgan? Safety and
20 awareness. One of them is me.

21 Not, oh, I'm invested in people, they
22 are going to Adams Morgan, buy me a beer. You

1 won't buy me, I'm going to give you crime. I'm
2 going to have some after a bit. This is what
3 happened in my only case.

4 Maybe even there, I want you to know
5 40 years ago I didn't have this case. Two years
6 ago I have this case that people come to invest
7 in Adams Morgan, one of them is a hotel, came up
8 to me, you want to sell the business? I can't.
9 And one building is asking \$2.1. He offered me
10 \$1.7 and he buy my lawyer. My lawyer came with
11 Eddie saying he is saying it's supposed to be and
12 I said no, I will not sign any deed. No, sir, I
13 will not sell.

14 Okay. I sell my building to Jerry
15 Green, one of them, the other one I use in the
16 business. Now, he is working with me -- against
17 me and every meeting I was in, I said you can ask
18 them, I have proof. And every ANC in Adams
19 Morgan he has asked them, I am approved. I pay.
20 This is where the person is coming. I'm sure the
21 Board is not aware, but I will let you to be
22 aware this is the case of just why I am right now

1 here.

2 And I am not going to buy. I am going
3 to -- I don't care how much. They are not going
4 to give it to me. I'm going to sit quiet against
5 this right to prove and every business person in
6 Washington, D.C., plus every citizen to be
7 protected, that's what I'm standing for. I have
8 kids. I have grown kids. I need safety as well
9 as anybody else.

10 Thank you, Your Honor, for you giving
11 me the opportunity. I appreciate it.

12 MR. FARMER: Thank you.

13 CHAIRPERSON ANDERSON: All right.

14 MR. ADAMS: Mr. Chairman?

15 CHAIRPERSON ANDERSON: Yes?

16 MR. ADAMS: Just obviously I represent
17 the District of Columbia. For the record, any
18 references outside of the case, particularly
19 personal references to people in the office or
20 people or employees and the police department or
21 to Captain Augustine, I would like that to be
22 stricken from the record.

1 CHAIRPERSON ANDERSON: All right. I--

2 MR. FARMER: Just since it was raised
3 by -- communications with Mr. Augustine was
4 raised by Ms. Smith, and so I believe by Mr.
5 Silverstein, it is already in the record. I
6 don't see any reason to have this stricken at
7 this juncture.

8 CHAIRPERSON ANDERSON: And there were
9 -- I know that Board Member Silverstein had read
10 into the record certain things that I would have
11 objected to, but there was no objection, so
12 therefore, they were allowed in the record. So,
13 so be it.

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

15 CHAIRPERSON ANDERSON: All right. The
16 record is now closed.

17 Do the parties wish to file proposed
18 findings of fact and conclusions of law or waive
19 their right to do so?

20 MR. ADAMS: The District waives its
21 right.

22 MR. FARMER: The client does.

1 CHAIRPERSON ANDERSON: All right. All
2 right. The Board will issue a decision within 90
3 days.

4 As Chairperson of the Alcoholic
5 Beverage Control Board for the District of
6 Columbia and in accordance with DC Official Code
7 Section 2-574(b) of the Open Meetings Act, I move
8 that the ABC Board hold a closed meeting for the
9 purpose of seeking legal advice from our counsel
10 on Case No. 18-CMP-00051, 18-251-00095, 18-251-
11 00084 and 18-251-00122, Heaven & Hell, of the
12 Open Meetings Act and deliberating upon Case No.
13 18-CMP-00051, 18-251-00095, 18-251-00084 and 18-
14 251-00122, Heaven & Hell, for the reasons cited
15 in DC Official Code Section 2-574(b)(13) of the
16 Open Meetings Act.

17 Is there a second?

18 MEMBER SILVERSTEIN: Second.

19 CHAIRPERSON ANDERSON: Mr. Silverstein
20 has seconded the motion.

21 I will now take a roll call vote on
22 the motion before us now that it has been

1 seconded.

2 Mr. Silverstein?

3 MEMBER SILVERSTEIN: I agree.

4 CHAIRPERSON ANDERSON: Mr. Alberti?

5 MEMBER ALBERTI: I agree.

6 CHAIRPERSON ANDERSON: Mr. Cato?

7 MEMBER CATO: I agree.

8 CHAIRPERSON ANDERSON: Mr. Anderson?

9 I agree.

10 As it appears that the motion has
11 passed, I hereby give notice that the ABC Board
12 will recess these proceedings to hold a closed
13 meeting in the ABC Board conference room pursuant
14 to Section 2-574(b) of the Open Meetings Act.

15 All right. This matter is now taken
16 under advisement. Thank you very much for your
17 presentation today.

18 MR. ADAMS: Thank you very much, Mr.
19 Chairman.

20 CHAIRPERSON ANDERSON: Thank you. All
21 right. Thank you.

22 MR. FARMER: Thank you.

1 MR. WOLDEMARIAM: Thank you.

2 CHAIRPERSON ANDERSON: We are off the
3 record.

4 (Whereupon, the above-entitled matter
5 was concluded at 12:33 p.m.)

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