

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

In the Matter of:)	
)	
Pascal & Weiss, P.C.)	License No. N/A
)	Order No. 2012-120
<i>Request for an Advisory Opinion</i>)	
at premises)	
1008 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	
)	

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ADVISORY OPINION

Under § 1902, Paul Pascal, Esq., representing Premium Distributors, Inc., (Premium) a wholesaler, has requested an advisory opinion from the Alcoholic Beverage Control Board (Board). *See* 23 DCMR § 1902 (2008). Mr. Pascal requests that the Board clarify whether specific provisions of the Distributor Agreement proposed by MillerCoors, LLC, (MillerCoors) violates Title 25 of the District of Columbia Official Code. *Request for Adv. Op.*, 1 (Jan. 3, 2011).

In accordance with § 1902.3, the Board held a fact finding hearing regarding Premium’s request on November 30, 2011. 23 DCMR § 1902.3 (2008). Based upon the hearing, and Premium’s earlier submissions, the following represents the advisory opinion of the Board:

FINDINGS OF FACT

1. MillerCoors, an unlicensed manufacturer, has proposed that Premium, a licensed wholesaler, enter into a Distributor Agreement with MillerCoors. The agreement contains the following recital: “MillerCoors recognizes and supports the continuation of the three-tier system for the distribution of malt beverages as it is commonly understood in the U.S. malt beverage industry.” *MillerCoors Distributor Agreement*, § 1.1
2. The Distributor Agreement gives MillerCoors the ability to amend the agreement under the following provisions:

- 3.2 This Agreement may be amended by MillerCoors from time to time as follows:
- 3.2.1 Concurrently, with the submission of a proposed amendment of this Agreement to Distributor, MillerCoors will submit to all other MillerCoors distributors in the United States that have signed a distributorship agreement in substantially similar form, an amendment identical to the amendment submitted to Distributor, except for any change that, in MillerCoors opinion, may be necessary to comply with unique requirements of applicable law or the provisions of any individual distributor's Appointment Letter.
 - 3.2.2 Distributor shall indicate its acceptance of all of the terms of the proposed amendment by signing and returning to MillerCoors 4 copies of the executed amendment within 90 days after receipt by Distributor. If Distributor does not timely return the executed amendment, this Agreement shall automatically terminate and both MillerCoors and Distributor shall have no further right or obligation hereunder, except under those terms which explicitly survive the termination hereof.

3. The Distributor Agreement contains the following provisions related to Premium's business plan:

- 4.4 Distributor shall furnish to MillerCoors an annual business plan for the Products in a form and content reasonably acceptable to MillerCoors ("Business Plan"). The Business Plan shall be subject to MillerCoors review and written approval Distributors and Managers shall implement the approved Business Plan . . . [and] comply fully with the Business Plan

4. The Distributor Agreement also contains the following provision related to Premium's management:

- 7.1 Distributor's senior management is key to Distributor performance and MillerCoors and Distributor's mutual success. And due to the continuing nature of this Agreement, MillerCoors has a legitimate interest in having input as to who will be the most senior people responsible for Distributor's performance under this Agreement, the Standards, and the Business Plan.
 - 7.1.1 Distributor shall designate and secure Miller Coors written approval of an Operating Manager who shall . . . act on behalf of ownership[,] . . . [and] control [the] Distributor's day-to-day operation[s] and compliance with . . . [the] Agreement Unless MillerCoors shall otherwise agree in writing, the Operating

Manager's primary business location shall be at the Distributor's Principal Place of Business in the Territory

7.3 In the event MillerCoors has concerns about the performance of any Manager, MillerCoors will bring them to the Distributor's attention for resolution. In the event that MillerCoors concerns are not resolved within a reasonable time, MillerCoors shall have the right to withdraw its approval of any or all of the Managers required under Section 7.1 by notifying Distributor of the reasons for such withdrawal

7.4 If any Manager . . . becomes unable or ceases to serve his or her designated role for any reason, Distributor shall so notify MillerCoors in writing Either MillerCoors withdrawal of its approval of a Manager . . . or the occurrence of an event requiring notice . . . shall create a "Manager Vacancy," and Distributor shall follow the process set forth below for identifying and securing MillerCoors approval of a replacement Manager.

7.4.1 Within 20 days after any Manager Vacancy, Distributor shall submit a written plan . . . for identifying and hiring a qualified replacement Manager and a time by which the replacement candidate will be submitted to MillerCoors for approval.

7.4.2 Within such time as MillerCoors and Distributor shall agree in the plan submitted under Section 7.4.1 . . . Distributor shall submit to MillerCoors a written notice requesting MillerCoors approval of a properly qualified candidate selected by Distributor Distributor shall provide MillerCoors with all information related to the candidate's qualifications to serve as a Manager, and such other information as MillerCoors may reasonably request. MillerCoors shall also have the right, but not the obligation, to interview any Manager candidate proposed by Distributor.

7.5 . . . Distributor shall also submit a plan of succession for its Managers and key personnel for MillerCoors approval at times and on forms as may be set forth in the Standards.

4. The Distributor Agreement contains a number of provisions related to Premium's ownership:

8.1 . . . MillerCoors prior approval need not be obtained prior to (a) a change in the record or beneficial ownership of less than 10 percent of the Distributor's outstanding stock, . . . [or other ownership interest]; or (b) a change in any of Distributor's officers, directors, partners (or managers), where such change does not result in or have the effect of creating a change in operational control of Distributor.

- 8.2 For Ownership Succession Plans proposed after the effective date of this Agreement, each owner of Distributor shall submit for MillerCoors prior written approval an Ownership Succession Plan . . . , which approval shall not be unreasonably withheld.
- 8.2.1 . . . Upon the death of an owner of Distributor, the interest of such owner may be conveyed only as provided in the approved Ownership Succession Plan; provided, however, that MillerCoors prior written approval shall not be required for the sale, transfer, or disposition (“Transfer”) of Distributor’s business or any ownership interest therein upon the death of an owner of Distributor directly to or for the sole benefit of the deceased owner’s spouse, parent, brother, sister, or adult child or adult grandchild who is entitled to inherit the deceased owner’s ownership interest under the terms of the deceased owner’s will or the laws of intestate succession, so long as (a) such Transfer does not cause a substantial adverse financial effect on the business or operations of Distributor, and (b) upon such Transfer, Distributor shall have Managers approved by MillerCoors in accordance with Section 7
- 8.3 Except as provided in Section 8.2.1 . . . , any agreements to transfer or convey any interest held by any owner to another person or entity . . . shall be subject to MillerCoors approval and such conditions as MillerCoors may reasonably require Any transfer or agreement in violation of this provision without MillerCoors prior express written consent shall be void, and MillerCoors shall have all rights granted under Section 10
- 8.4 Distributor shall not undertake any acquisition or assume any contract that will in any way impair Distributor’s ability to maintain focus and devotion . . . to its obligations under this Agreement, the Standards, or the Business Plan
- 8.4.1 Within 5 days after signing any letter of intent . . . Distributor shall provide MillerCoors with written notice of its intended acquisition or divestiture, and if MillerCoors requests, also submit a revised Business Plan for MillerCoors approval, which approval shall not be unreasonably withheld
- 8.4.2 . . . if a proposed acquisition by Distributor, or by an entity . . . controlled by Distributor or any of Distributor’s ownership, includes distribution rights for malt beverage brands owned and/or imported by any single supplier as to which the total collective unit volume for the immediately preceding calendar year in the geographic area covered by the distribution rights to be acquired equals 20% or more of Distributor’s malt beverage unit volume

within the Territory for the same period, the acquisition shall also be subject to MillerCoors prior written approval, unless expressly prohibited by applicable law.

- 8.5 Except as . . . in Section 8.1 or 8.2 above, any . . . disposition of any portion of Distributor's business that includes any transfer of (i) [MillerCoors] distribution rights . . . or (ii) ownership of Distributor itself . . . shall be subject to all of the procedures [outlined in the Distributor Agreement] . . . and to MillerCoors prior express written approval of the prospective purchaser(s) or successor(s) as provided in Section 8.9.

- 8.9 [If] MillerCoors does not exercise its right of first refusal . . . Distributor may proceed to closing of the proposed Sale Transaction, subject to the terms of this Section 8.9.
 - 8.9.2 MillerCoors has the right to do business with persons of its own choosing and shall have complete discretion to approve or disapprove any Sale Transaction or prospective purchaser of Distributor's business In evaluating the proposed purchaser's or transferee's qualifications, MillerCoors may consider such factors as it deems appropriate, including:
 - 8.9.2.1 Whether the proposed purchaser or transferee has the financial resources to [ensure] . . . future operation of the Distributor business
 - 8.9.2.2 Whether the proposed purchaser or transferee and Manager have the proven business experience to successfully operate Distributor's business
 - 8.9.2.3 Whether the proposed purchaser or transferee will be engaged in selling competing brands of malt beverages or other products to the extent that such sales would, in the reasonable judgment of MillerCoors, interfere with the successful performance of the obligations under this Agreement, including the marketing of, and time and resources devoted to, the MillerCoors products in the Territory.
 - 8.9.2.5 Any other considerations involving Distributor, MillerCoors business or business plans, and/or Territory that MillerCoors may in its sole discretion deem appropriate.

- 8.10 Unless MillerCoors has given its prior written approval, neither Distributor nor any corporation or entity, which . . . has an ownership interest in Distributor, shall be owned by the public; and there shall be no sale or offering for sale on any stock exchange, over the counter, or on the open market of any securities of Distributor or securities of any corporation or entity which . . . has an ownership interest in Distributor

CONCLUSIONS OF LAW

5. Contrary to the Distributor Agreement's stated intentions, we find that the agreement fails to uphold and "support[] the continuation of the three-tier system." *MillerCoors Distributor Agreement*, § 1.1. As written, the Distributor Agreement presented to the Board represents a blatant attempt by MillerCoors to gain control over a license that it would not otherwise be able to obtain on its own under the District of Columbia's three-tier system.

I. RELEVANT AUTHORITY

6. The Board's precedent, supported by recent authority from other jurisdictions, makes it clear that certain contract provisions may violate § 25-824(a).

a. District Law

7. Section 25-824(a), prohibits licensed and unlicensed manufacturers from obtaining "a substantial interest, whether direct or indirect, in the business of a wholesale or retail licensee or in the premises on which the licensee's business is conducted as, in the judgment of the Board, may tend to influence the licensee to purchase alcoholic beverages from the manufacturer . . ." D.C. Code § 25-824(a) (West Supp. 2012). An interest is defined by statute as the "ownership or other share of the operation, management, or profits of a licensed establishment," not including the lease of real property. D.C. Code § 25-101(26) (West Supp. 2012).

8. We further note that the Board has previously determined that contract provisions may create an interest. *Hueng Yun Cha, t/a 7-Eleven Food Store*, Board Order No. 10077, 4 (D.C.A.B.C.B. Jun. 8, 1983) (hereinafter "7 Eleven Food Store II"). In a previous iteration of Title 25, of the District of Columbia Official Code, Section 12(b) of the Act stated similarly to § 25-824(a) that "No licensee holding a retailer's license . . . shall by direct ownership, hold, directly or indirectly, any license other than retailer's licenses . . ." *John Randolph, t/a 7-Eleven Food Store*, Case Nos. 11729-9012P, 11741-8017P, 10007-8018P, 16 (D.C.A.B.C.B Jun. 30, 1981) (hereinafter "7 Eleven Food Store I"). In interpreting this provision, the Board adopted the "test of control" to determine whether a licensee violated this provision.¹ *Id.* at 10. In applying the test of control, in 7-

¹ The Board "adopted the test of control articulated by the Corporation Counsel" found in an Opinion of Corporation Counsel dated September 26, 1967. See *John Randolph, t/a 7-Eleven Food Store*, Case Nos. 11729-9012P, 11741-8017P, 10007-8018P, 10 n. 2 (D.C.A.B.C.B Jun. 30, 1981) (hereinafter "7 Eleven Food Store I").

Eleven Food Store I, the Board found that the Southland Corporation owned franchise stores in violation of Section 12(b), because the Respondent controlled the account where the franchise deposited its receipts, retained an ongoing interest in the franchise's merchandise, and had "significant control over the manner in which a store" operated. Id. at 10. As such, the Board held that "Southland Corporation exercised control over the receipts, merchandise and manner of operation of each franchised store such as to constitute an ownership interest in each store in violation of Section 12(b) of the Act" 7-Eleven Food Store II, Board Order No. 10077 at 4 (describing the Board's holding in 7-Eleven Food Store I).

9. In 7-Eleven Food Store II, the Council of the District of Columbia amended Section 12(b) of the Act to state:

No person, franchise [sic], franchisee, partnership, firm, or corporation which holds any interest, direct or indirect, in a retailer's license class C or class D, shall hold any interest, direct or indirect, in any other license except retailer's license class C, class D, or class E. No person, franchise [sic], franchisee, partnership, firm, or corporation which holds any interest, direct or indirect, in a retailer's class A or class B shall hold any interest, direct or indirect, in any other license, except retailer's license class E. When used in this subsection, the word "interest" shall include, but is not limited to, any pecuniary interest in the operation, management, or profits of a licensed establishment

Id. at 5 citing D.C. Code § 25-113 (Supp. 1983). According to the Board, this provision "clearly prohibits franchise arrangements where the franchisor has any interest in the operation, management or profits of more than one licensed establishment" Id. at 6. As a result, the Board has long held that contract provisions may create an unlawful interest in a licensee.

b. Persuasive Authority

10. In reviewing the Distributor Agreement, the Board is also aware that other jurisdictions have taken up the question raised by Premium.

11. In California, the Attorney General was concerned that manufacturers were exercising improper control of distributors. There, it is the law that "No person shall exercise the privilege or perform any act which a licensee may exercise or perform under the authority of a license unless the person is authorized to do so by a [liquor] license." Cal. Bus. & Prof. Code § 23300 (Supp. 2011). California's Attorney General interpreted the regulation to mean "any person with an interest in or control over a business licensed by the ABC must hold the applicable license" Letter from Jacob A. Appelsmith, Special Assistant Attorney General, to California Beer Manufacturers and Importers, Re: Distributor Agreements, 2 (Feb. 3, 2010) (on file with ABRA). In California, a distribution license gives the holder the "authority to make management, personnel, pricing, and product decisions . . . [the ability] to distribut[e] funds . . . profit from the

sale of alcoholic beverages, and to control the sale or transfer of ownership of the licensed business. Id. Thus, the Attorney General in California found that contract provisions that violated these rules “represent an improper attempt by manufacturers to control licensed wholesalers in violation of [the law].” Id. at 2. Furthermore, the Attorney General also found that “A non-licensee manufacturer’s control of a licensed wholesaler creates material risks to competition in the wholesale industry given the fact that the wholesaler may distribute products in direct competition with those of the manufacturer.” Id.

12. In response to correspondence from the Virginia Beer Wholesalers Association, Inc., the Virginia’s Department of Alcoholic Beverage Control provided guidance related to distributor agreements. Letter from W. Curtis Coleburn, Chief Operating Officer, Department of Alcoholic Beverage Control to Karen Ripley, Chief Legal Officer, MillerCoors LLC, 1 (Apr. 28, 2009) (Virginia ABC Letter). Pertinent here, in Virginia, “wholesale beer licenses may not be granted to any person under common control with a manufacturer or alcoholic beverages.” Id. at 2 citing Va. Code Ann. § 4.1-223 (Supp. 2009). Based on this regulation, Virginia banned manufacturers from having the authority to approve the management personnel of a wholesaler, or requiring or prohibiting a change in management personnel, because this would place the wholesaler under the “common control” of the manufacturer. Id. at 2-3.

13. Finally, the Department of Revenue in the State of Georgia was also concerned that the distributor agreement written by MillerCoors violated Georgia law. According to the Department of Revenue, “a supplier cannot under any circumstances obtain an ownership interest in a wholesaler.” Letter from Howard A. Tyler, Director, Alcohol & Tobacco Division to Ms. Rochelle Marte, 2 (Sep. 26, 2008) citing Ga. Code Ann. § 3-5-32 (Supp. 2008) (Georgia DR Letter). The Department of Revenue explained that “[p]rovisions granting to a supplier the right to purchase a wholesaler and/or the right to designate the purchaser . . . are directly inconsistent with [the] Georgia three-tier system as they serve to allow the supplier to exercise control over the wholesaler and the disposition of the wholesaler’s business or interest therein.” Id.

c. Conclusion

14. Under §25-824(a), the Board recognizes that contractual provisions may give a manufacturer an undue influence in a wholesaler; whereby a manufacturer has a substantial interest in such a wholesaler that may influence the wholesaler to purchase alcoholic beverages from the manufacturer. In order to determine if a manufacturer has an undue influence in a wholesaler, the Board must perform a two-step analysis: first, the Board needs to determine whether the manufacturer, either directly or indirectly, has a substantial [ownership or other share of the operation, management, or profits] of the wholesaler. §§ 25-101(26), 25-824(a). And, second, the Board must determine whether such ownership or other share “may tend to influence the [wholesaler] to purchase alcoholic beverages from the manufacturer.” § 25-824(a).

II. ANALYSIS

15. Under § 25-824(a)'s "interest and influence test," we find that the Distributor Agreement presented to the Board would give MillerCoors an undue influence in Premium by allowing MillerCoors to share in Premium's management and operations in a manner that would influence Premium to purchase alcoholic beverages from MillerCoors.

a. Management

16. First, §§ 7.1, 7.1.1, 7.3, 7.4, 7.4.1, 7.4.2, and 7.5 of the Distributor Agreement violate § 25-824(a), because reserving management approval rights to MillerCoors results in MillerCoors obtaining a share of Premium's management in a manner that may influence Premium to purchase alcoholic beverages from MillerCoors.

17. Manufacturers retaining the right to approve a wholesaler's management or their daily responsibilities and duties are the epitome of sharing in the management of the wholesaler. We are persuaded by Virginia's Department of Alcoholic Beverage Control that management approval rights place the wholesaler under the "common control" of the manufacturer. Virginia ABC Letter, 2-3. Furthermore, we would go farther than Virginia, because we find that contract provisions that give a manufacturer control over a wholesaler's personnel decisions, including hiring and firing, compensation, and determining each manager's duties and responsibilities, allocations of time, and communication with retailers, also constitute common control over the wholesaler, because these activities are the essence of management's function. Thus, we find that an interest under § 25-824 is created when a manufacturer has the right to approve the hiring of a manager, or controls that manager's duties and responsibilities.

18. Additionally, we find that a manufacturer that has approval rights over a wholesaler's management or controls their personnel has a strong influence over the wholesaler's decision to purchase alcoholic beverages. If a manager's job depends on the approval of a specific manufacturer, they will have a strong incentive to purchase alcohol from that specific manufacturer, and avoid purchasing alcoholic beverages from the manufacturer's competitors. Furthermore, a manufacturer that exerts control over a wholesaler's personnel decisions has a strong influence over how much time and resources a wholesaler can dedicate to other manufacturer's products.

19. Here, §§ 7.1, 7.1.1, 7.3, 7.4, 7.4.1, 7.4.2, and 7.5 of the Distributor Agreement, give MillerCoors approval rights over Premium's management. Because such rights constitute a substantial interest and tend to influence a wholesaler to purchase alcoholic beverages from the manufacturer, the Distributor Agreement represents a violation of § 25-824(a).

b. Ownership Rights

20. Second, §§ 8.1, 8.2, 8.2.1, 8.3, 8.5, 8.9.2., 8.9.2.1, 8.9.2.2, 8.9.2.3, 8.9.2.4, 8.9.2.5, and 8.10 of the Distributor Agreement violate § 25-824(a), because reserving ownership

approval rights to MillerCoors allows MillerCoors to share in Premium's operations in a manner that would tend to influence Premium to purchase alcoholic beverages from MillerCoors.

21. A manufacturer that controls the ability of a wholesaler to sell or transfer their business shares in the operation of the wholesaler; thus, such a manufacturer would possess an interest in the wholesaler under § 25-824. We agree with the State of Georgia that a manufacturer that obtains the right to designate a purchaser is inconsistent with the three-tier system, and allows the manufacturer to exercise unacceptable control over the wholesaler. Georgia DR Letter, 2.

22. Furthermore, a manufacturer that has the right to approve the sale or transfer of the wholesaler's business has a strong influence over the wholesaler's decision to purchase alcoholic beverages. If a wholesaler's ownership must obtain permission from a specific manufacturer before they can liquidate or dispose of their business, this gives the wholesaler a strong incentive to favor the manufacturer over the manufacturer's competitors.

23. Here, §§ 8.1, 8.2, 8.2.1, 8.3, 8.5, 8.9.2, and 8.10 gives MillerCoors the ability to control the disposition of Premium's business outside of the conditions outlined in § 8.2. See Distributor Agreement, § 8.2-8.2.1. Indeed, in deciding whether to approve the transfer of Premium's business, MillerCoors is quite clear that it will consider whether the buyer or transferee is selling competing brands. Distributor Agreement, § 8.9.2.3. As such, on its face, the ownership provisions in the agreement gives MillerCoors an interest in Premium, by giving MillerCoors a share of the operations, in a manner that blatantly encourages Premium to favor MillerCoors over other brands. Therefore, we find that §§ 8.1, 8.2, 8.2.1, 8.3, 8.5, 8.9.2, and 8.10 violate §25-824(a).

c. Business Plan

24. Third, § 4.4 of the Distributor Agreement violates § 25-824(a), because giving MillerCoors approval rights over Premium's business plan, gives MillerCoors a share in Premium's operations and could be used to influence Premium to purchase alcoholic beverages from MillerCoors.

25. A manufacturer that has the power to approve a wholesaler's business plan shares in the operation of the wholesaler; thus, such a manufacturer would possess an interest in the wholesaler under § 25-824. Furthermore, through approval of the business plan, a manufacturer can exert influence over how much time a wholesaler may spend working on other brands. As such, a contract provision that gives a manufacturer approval rights over a wholesaler's business plan violates § 25-824(a).

26. Here, the Distributor Agreement gives MillerCoors the right to approve Premium's business plan under § 4.4 of the agreement. As such, § 4.4 violates § 24-824(a).

d. Approval of Brands and Alternative Product Lines

27. Fourth, §§ 8.4, 8.4.1, and 8.4.2 of the Distributor Agreement violate § 25-824, because giving MillerCoors approval rights over Premium's ability to carry other brands and acquire and divest product lines and businesses allows MillerCoors to share in Premium's operations and a direct means to control the products that Premium offers.

28. A manufacturer that has the right to approve the businesses a wholesaler may acquire or sell and the types of products the wholesaler may offer shares in that wholesaler's operations; thus, such a manufacturer possesses a substantial interest in the wholesaler. Furthermore, through the exercise of such rights, a manufacturer may directly control a wholesaler's alcoholic beverage purchases. For this reason, §§ 8.4, 8.4.1, and 8.4.2 of the Distributor Agreement clearly violate § 25-824(a).

e. Unilateral Changes

29. Fifth, we note that §§ 3.2, 3.2.1, and 3.2.2 of the Distributor Agreement forces Premium to accept unilateral changes to the agreement. Although no specific amendments have been brought to our attention at this time, the Board notes that such amendments should not share in the management or operations of Premium in a manner that tends to influence Premium to purchase alcoholic beverages from MillerCoors.

III. CONCLUSION

30. For the foregoing reasons, the Board finds that, as currently written, the Distributor Agreement violates § 25-824(a), by giving MillerCoors an undue influence in Premium.

31. On a final note, the Board provides the following guidance to wholesalers and manufacturers regarding their compliance with § 25-824(a). Specifically, we deem that the following types of contract provisions create undue influence under § 25-824(a):

- (1) Manufacturer's having control or approval rights over personnel decisions of a licensed wholesaler, including, but not limited to, hiring decisions, compensation arrangements, duties and responsibilities, allocations of time, and communications with retailers;
- (2) Manufacturers having approval rights over a wholesaler's business plan;
- (3) Manufacturers having the right to impose, without mutual agreement of the parties, a material and substantive change to wholesaler standards, or a material and substantive amendment to an agreement with a wholesaler, in either case relating directly or indirectly to a wholesaler's business or operations;

- (4) Manufacturers having the right to prohibit a wholesaler from distributing any brand of another manufacturer, or otherwise exercising control over a wholesaler's decisions regarding any brands of another manufacturer; and
- (5) Manufacturers having the right to control or approve a wholesaler's acquisitions or divestitures of businesses or product lines, or a change in control of a wholesaler or a wholesaler's business, in either case including, but not limited to, a manufacturer's right of first refusal to purchase or right to appoint a designee purchaser.

Licenses should be advised that a violation of §25-824(a) may lead to the Board imposing conditions to remove the undue influence or revocation of the violator's license. D.C. Code § 25-447(f), 25-824(a) (West Supp. 2012).

ORDER

Accordingly, the Board, on this 28th day of March 2012, hereby **ORDERS** that the above represents the **ADVISORY OPINION** of the Board in accordance with § 1902 of the District of Columbia Municipal Regulations.


District of Columbia
Alcoholic Beverage Control Board




Nick Alberti, Member



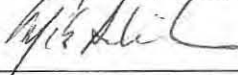
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1902.6 (2008), if the requestor disagrees with the Board's advisory opinion in any respect, he or she may, within twenty (20) calendar days after issuance of the opinion, petition the Board in writing to reconsider its opinion, setting forth in detail the reasons and legal argument which support the requestor's points of disagreement, or may request the Board to issue a declaratory order, pursuant to § 1903. Advisory opinions of the Board may not form the basis of an appeal to any court in the District of Columbia.