

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

IN THE MATTER OF: :

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Quara Ethiopian Fusion :
Restaurant, LLC :
t/a Quara Ethiopian : Summary Suspension
Fusion Restaurant : Hearing
818 H Street NE :
Retailer CR - ANC 1C :
License No. 105042 :
Case #19-251-00014 :
:
(Chief of Police Closure :
January 27, 2019) :

Wednesday,
February 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
JAMES SHORT, Member
REMA WAHABZADAH, Member

ALSO PRESENT:

LINDSAY MARKS, OAG

MERCHAW SENSHAW, Licensee

WALTER ADAMS, OAG

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

9:53 a.m.

CHAIRPERSON ANDERSON: Are the parties here for the 10:00?

MR. ADAMS: Yes, we are.

CHAIRPERSON ANDERSON: All right. So the next case on our calendar is Case No. 19-251-00014, Quara Ethiopian Fusion Restaurant, License No. 105042.

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

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

CHAIRPERSON ANDERSON: Good morning, Mr. Adams.

MS. MARKS: Lindsay Marks representing the District of Columbia.

CHAIRPERSON ANDERSON: Ms. Marks.

MS. MARKS: Marks.

CHAIRPERSON ANDERSON: Good morning, Ms. Marks.

1 MS. MARKS: Good morning.

2 MR. SENSCHAW: Merchaw Senshaw
3 representing Quara.

4 CHAIRPERSON ANDERSON: I'm sorry, I
5 didn't get it. Your last name again, sir?

6 MR. SENSCHAW: Senshaw.

7 CHAIRPERSON ANDERSON: Senshaw. Good
8 morning, Mr. Senshaw.

9 MR. SENSCHAW: Good morning.

10 CHAIRPERSON ANDERSON: All right. Are
11 there any preliminary matters in this case?

12 MR. ADAMS: Yes, Mr. Chairman. And I
13 apologize, let me just check.

14 CHAIRPERSON ANDERSON: I know we're
15 starting early, so if you want me to start at
16 10:00 --

17 MR. ADAMS: No, no, no, we are fine.

18 CHAIRPERSON ANDERSON: All right.

19 MR. ADAMS: So I just wanted to --

20 CHAIRPERSON ANDERSON: All right.

21 MR. ADAMS: -- finish my signature for
22 the sign-in sheet.

1 Mr. Chairman, this is a Summary
2 Suspension case. There is a -- their hearing was
3 scheduled, obviously, for 10:00. Based upon the
4 recommendation of the police department that the
5 establishment present eminent harm and danger to
6 the safety of the/for the public here in the
7 District of Columbia.

8 The parties have discussed this case
9 and we believe that we have a resolution that
10 could be presented to the Board. As the Board
11 understands, this all extends from the morning of
12 January 27th of this year in which there was a
13 shooting from within the establishment.

14 Earlier today, I'm not sure if the
15 Board has it, but we provided to the Board terms
16 of the Offer in Compromise that has been signed
17 by Mr. Senshaw that I can present to the Board as
18 well. All right.

19 So I can present that to the Board, a
20 signed copy at least. And if you would, Mr.
21 Chairman, I can provide to the Board and read
22 into the record the terms of that Offer in

1 Compromise.

2 CHAIRPERSON ANDERSON: Yes, please,
3 sir.

4 MR. ADAMS: All right. All right. So
5 there are several terms, most of them are pretty
6 standard for what we have for a Summary
7 Suspension case, but here are the terms as they
8 relate to this case:

9 Term No. 1: The management control
10 the establishment. The respondent shall not rent
11 out the establishment to outside promoters.

12 In compliance with DC Code § 25-797,
13 the respondent shall not rent out or host events
14 at the establishment to any third-party without
15 maintaining ownership and control of the
16 establishment for the duration of the event.

17 In any event, respondent must control
18 and manage all bar security staff and modes in
19 ingress and egress.

20 Respondent shall not allow a third-
21 party to check the identifications of patrons or
22 to determine the age of patrons entering the

1 establishment.

2 Term No. 2: Respondent shall submit
3 a security plan to ABRA and OAG by no later than
4 5:00 p.m. on Tuesday, February 12, 2019. The
5 security plan shall be reviewed and accepted by
6 the Board prior to lifting the suspension of the
7 establishment's alcoholic beverage license.

8 The security plan shall be in full
9 compliance with the all applicable laws and
10 regulations, including all requirements for a
11 security plan until Title 25 of the DC Official
12 Code, which incorporates all the matters set
13 forth below.

14 The security plan shall also address
15 additional conditions not required in Title 25,
16 but which are also described below.

17 Term No. 3, Security Personnel: On
18 Friday and Saturday nights and on any night the
19 respondent has entertainment as defined later in
20 paragraph 19, respondent shall maintain at a
21 minimum two security persons who will be on duty
22 between 10:00 p.m. and 3:00 a.m.

1 As an exception to the security
2 personnel requirement, respondent is not required
3 to maintain security persons on any Friday or
4 Saturday night on which respondent closes before
5 1:00 a.m. and of course without having any
6 entertainment.

7 The security plan shall detail the
8 minimum number of security personnel that will be
9 on duty each day and their specific duty hours.
10 The security plan shall detail the placement of
11 security personnel within the establishment and
12 shall include explanation or the rationale
13 regarding that placement.

14 Term No. 4, Weapons Abatement

15 Screenings: Respondent must not allow patrons to
16 bring weapons to the establishment at any time.
17 All security staff must be trained and be able to
18 perform weapons abatement screenings, also known
19 as pat-downs, to check for the presence of
20 dangerous weapons.

21 When respondent is required to have
22 security personnel on-site as outlined in

1 paragraph 3, they must check all patrons who
2 enter the establishment, it should be and, must
3 not allow any patron to reenter the establishment
4 without conducting additional weapons screenings.

5 So if you don't mind just put and in
6 between establishment and must on the third to
7 last line.

8 Term No. 5, Handling Violent

9 Altercations: The security plan shall contain
10 detailed procedures on how respondent's security
11 personnel are to handle violent altercations in
12 the establishment, including a perfect method for
13 separating and handling victims and aggressors;
14 detaining and controlling aggressive patrons;
15 handling patrons possessing dangerous weapons;
16 and handing victims and aggressive patrons over
17 to MPD.

18 The security plan should also contain
19 detailed procedures on how to fully cooperate
20 with ABRA and MPD when a violent incident occurs
21 inside the establishment. Upon request, the
22 respondent immediately shall provide accurate

1 information to MPD, ABRA Investigators, including
2 information regarding the involved parties.

3 Term No. 6, Crime Scene: The
4 respondent shall not clean up a crime scene under
5 any circumstances or authorize anyone to clean up
6 a crime scene without prior consent of MPD.

7 The security plan shall address the
8 establishment's procedure for preserving crime
9 scenes.

10 Term No. 7, Lights and Music:
11 Respondent shall turn on its lights and music and
12 turn off any recorded music within one minute of
13 a violent incident occurring. The security plan
14 shall detail the establishment's procedures for
15 assuring that lights are turned on and recorded
16 music is turned off within the one minute
17 requirement.

18 Term No. 8, Reporting Incidents:
19 Respondent shall call 911 to report incidents of
20 violence. Respondent's security plan shall
21 document the means and method for calling 911.

22 The security plan shall set forth

1 respondent's plans and maintain an incident log
2 and prepare an incident report within 24 hours of
3 occurrence reporting violent incidents that occur
4 inside of, in front of and in the rear of the
5 establishment.

6 The security plan shall address the
7 proper protocol for drafting and maintaining
8 incident log entries to include names and contact
9 information of any victims and witnesses to an
10 incident.

11 Respondent shall make the incident log
12 available to MPD, ABRA, Investigators and other
13 interested parties, but in cases of crimes of
14 violence, the log must be signed by an ABC
15 manager or owner. The incident log shall not be
16 destroyed.

17 Term No. 9, Confiscation of Weapons:
18 Respondent shall document in the incident log the
19 type and number of weapons and the date on which
20 any weapons are recovered from patrons.

21 Respondent shall surrender confiscated weapons to
22 MPD for disposition of the weapons. Respondent

1 shall document the date and time of the assault
2 consultation with MPD that -- and shall include
3 the officer's name and badge number.

4 Term No. 10, Security Camera System
5 Operators: Prior to lifting the suspension of
6 the establishment's alcoholic beverage license,
7 the respondent shall demonstrate to ABRA that it
8 is able to immediately retrieve footage from the
9 establishment's security cameras and provide the
10 Board in writing with the names of the
11 individuals that are able to operate and retrieve
12 footage from those cameras.

13 Respondent shall notify the Board
14 within 10 calendar days of any change and the
15 names of the individuals that are able to operate
16 and retrieve security camera footage.

17 Term No. 11, Security Camera System:
18 The security plan shall state that cameras will
19 be operational, actively recording at the
20 establishment at all times and cover existing
21 blind spots. The security plan should detail the
22 number of cameras to be operational, the

1 locations of the cameras and how the cameras are
2 to be mounted to best observe patrons while they
3 are in the establishment.

4 The security plan shall contain a
5 diagram of the location of all the cameras inside
6 and outside the establishment. No camera shall
7 be blocked by curtain, door, pillar or other
8 barrier.

9 Term No. 12, Maintenance of Security
10 Camera Video Footage: Respondent must maintain
11 video footage for a minimum of 30 days and make
12 the video available within 24 hours of its
13 request from ABRA or MPD. Respondent shall
14 include this requirement in its security plan.

15 Term No. 13, Assessment of Security
16 Camera System: Prior to lifting the suspension
17 of the establishment's alcoholic beverage
18 license, an ABRA Investigator shall conduct a
19 walk-through of the licensed premises with
20 respondent to evaluate the location and number of
21 security cameras.

22 This assessment will also include an

1 identification of all blind spots to ensure that
2 they are adequately covered by the camera system.

3 Term No. 14, Training: All employees
4 shall be trained by April 6, 2019 on how to
5 manage safety and security issues within the
6 establishment and to preserve a crime scene as
7 well as the general procedure for preserving a
8 crime scene. Respondent's security plan shall
9 detail this training.

10 Term No. 15, Rendering Aid: The
11 security plan shall state the procedure in which
12 all employees will ensure that all patrons
13 receive appropriate medical care, which includes
14 but not limited to, administering first aid and
15 calling on an ambulance.

16 Term No. 16, Employee Discipline: The
17 security plan shall set forth what disciplinary
18 actions will apply to any security personnel or
19 other employee who does not comply with the
20 security plan.

21 Term No. 17, Security Plan Training:
22 Prior to lifting the suspension of the

1 establishment's alcoholic beverage license, all
2 personnel shall be trained on the terms of the
3 security plan. The security plan shall provide
4 that all security personnel be trained in proper
5 security procedures within 30 days of hire.

6 On an annual basis, all security
7 personnel receive refresher training on the
8 security plan following the initial training at
9 their date of hire.

10 Term No. 18, Hours of Operation: The
11 respondent shall not operate past 2:00 a.m. on
12 Sunday through Thursday and 3:00 a.m. on Friday
13 and Saturday. No patrons shall be present in the
14 establishment after 2:00 a.m. on Sunday through
15 Thursday and 3:00 a.m. on Friday and Saturday.

16 After August 6, 2019, the respondent
17 may petition the Board to request that its
18 closing time of 3:00 a.m. on Sunday through
19 Thursday be reinstated.

20 Term No. 19, Entertainment: The
21 respondent shall not be permitted to have a disc
22 jockey, live bands or any other form of

1 entertainment. After May 6, 2019, the
2 establishment may petition the Board to request
3 that its entertainment privileges be reinstated.

4 In the event the establishment's
5 entertainment privileges are reinstated by the
6 Board, respondent shall know and maintain a
7 written log containing the identity of any
8 persons who perform or are scheduled to perform
9 at the establishment.

10 Term No. 20, Private Events: For all
11 private events, respondent shall enter into a
12 written contract identifying the person that ran
13 the establishment that includes the persons
14 contact information, which will be the address
15 and telephone numbers.

16 Respondent shall not enter into an
17 agreement with any outside promoters or host any
18 events to be advertised or promoted by an outside
19 promoter.

20 Lastly, Term No. 21: Case No. 19-251-
21 00014, shall be referred to the Office of the
22 Attorney General for a Show Cause Review.

1 Mr. Chairman, those are the terms.
2 The District has spoken with the owner, Mr.
3 Senshaw, regarding its concerns and regarding the
4 terms and it is our understanding, based upon the
5 active negotiations that we did have, that the
6 establishment understands those terms. He has
7 addressed/stated that he has intent to include
8 the situation to not have or at least to ensure
9 that the conditions that led to the incident on
10 January 27th does not occur in the future.

11 Obviously, he would have to meet the
12 conditions that are outlined in this Offer in
13 Compromise for the license -- suspension could be
14 suspended. However, based upon, you know,
15 consultations with both the ABRA staff as well as
16 with having consultation with the Metropolitan
17 Police Department, we believe that this covers
18 substantive concerns based upon what occurred on
19 that evening.

20 CHAIRPERSON ANDERSON: That's it?

21 MR. ADAMS: Yes.

22 CHAIRPERSON ANDERSON: All right. Mr.

1 Senshaw, it's my understanding that there is an
2 Offer in Compromise and the Government -- it is a
3 written offer that was provided to you and you
4 have read it. Are you in agreement with the
5 terms and conditions of the Offer in Compromise
6 that was provided with the -- provided by the
7 Government?

8 MR. SENSCHAW: Yes, Your Honor.

9 CHAIRPERSON ANDERSON: So are you
10 aware that the establishment is still closed,
11 right?

12 MR. SENSCHAW: (No audible answer.)

13 CHAIRPERSON ANDERSON: Is it closed or
14 is the establishment still closed? Is the
15 establishment closed?

16 MR. SENSCHAW: No, the establishment is
17 open.

18 CHAIRPERSON ANDERSON: Oh, but you
19 can't sell alcohol.

20 MR. SENSCHAW: No, I can't sell
21 alcohol.

22 CHAIRPERSON ANDERSON: Mr. Adams, just

1 give me some clarification. When the Chief of
2 Police had closed, I thought the -- I'm confused.
3 I thought that the Chief of Police had closed the
4 establishment and that it was closed, meaning
5 that -- or was it -- or could they continue to
6 sell alcohol? I don't -- I thought it was closed
7 for 96 hours and I thought the Board also agreed
8 to maintain that closure? Just give us some
9 clarification.

10 MR. ADAMS: Sure. My understanding of
11 the statute, Mr. Chairman, is that the actual
12 closure letter does close the establishment for
13 all operations for 96 hours and the intent behind
14 that is, obviously, there is an investigation
15 that is for an idea of safety being the key.

16 However, my understanding in terms of
17 the Summary Suspension of the liquor license is
18 that as long as -- essentially that the liquor --
19 the establishment's liquor license is suspended.
20 I don't -- I'm not -- I don't believe that the
21 Board can necessarily keep the establishment from
22 having sales of food or other things that are

1 ancillary to the actual provision of alcohol, the
2 sales of alcoholic beverages.

3 I believe that they can operate during
4 a suspension as long as they have not only not
5 selling the alcohol, but they are in compliance
6 with what other rules that this Board has to make
7 sure that the alcoholic beverages are also
8 secured in a way they could not be seen.

9 CHAIRPERSON ANDERSON: Then it was my
10 confusion, because I thought that the Board had
11 voted to continue the closure, not just the sale
12 of alcoholic beverages past the 96 hours, but if
13 that's what it is, then that's what it is. Just
14 my error.

15 MR. ADAMS: That's my understanding.

16 CHAIRPERSON ANDERSON: Okay. All
17 right. So you are in agreement with this, the
18 Offer in Compromise. Is that correct?

19 MR. SENSHAW: Yes.

20 CHAIRPERSON ANDERSON: And you clearly
21 understand the terms of the agreement and how you
22 are able to operate to continue selling alcohol

1 if these provisions are so. So you are clear
2 with that, sir?

3 MR. SENSCHAW: Yes.

4 CHAIRPERSON ANDERSON: Now, are you
5 aware that by accepting an Offer in Compromise,
6 that you are giving up your right to at least a
7 hearing, a full hearing today?

8 MR. SENSCHAW: Yes, Your Honor.

9 CHAIRPERSON ANDERSON: And you are
10 also aware that by accepting an Offer in
11 Compromise, that you are giving up your right to
12 appeal the decision? Meaning that whether or not
13 the Board accepts this. I mean, if the Board
14 does not, if the Board decides not to accept it,
15 then we need to have a hearing.

16 All right. But you are aware that if
17 this Offer in Compromise is accepted by the
18 Board, that it cannot be appealed? Is that
19 correct?

20 MR. SENSCHAW: Yes, sir.

21 CHAIRPERSON ANDERSON: All right. Do
22 we have any questions by any Board Members

1 regarding the terms of the Offer in Compromise?

2 Is the -- all right.

3 Then I'm going to make -- then we will
4 make a motion that the Offer in Compromise as
5 read into the record by Mr. Adams this morning,
6 that has been agreed to by the licensee, be
7 accepted. Is there a second?

8 MEMBER SILVERSTEIN: Second.

9 CHAIRPERSON ANDERSON: Mr. Silverstein
10 has seconded the motion.

11 All those in favor say aye.

12 ALL: Aye.

13 CHAIRPERSON ANDERSON: Those opposed?
14 All right. The matter then passes 6-0-0.

15 And so therefore, you are aware, sir,
16 that the terms in order for your right to sell
17 alcoholic beverages will not be reinstated until
18 you have met the conditions and the terms of this
19 OIC as you have agreed to? Okay?

20 MR. SENSHAW: Okay.

21 CHAIRPERSON ANDERSON: And if there is
22 any assistance that you need, the Agency is here

1 to assist you.

2 I know part of it is that you have to
3 get with the security agreement and with the
4 walk-through and we are here to make sure that
5 you operate efficiently and that it is not a
6 danger to the public as was established by the
7 Chief of Police at the original closure. Okay?

8 MR. SENSCHAW: Yes, sir.

9 CHAIRPERSON ANDERSON: All right.
10 Thank you very much.

11 MR. SENSCHAW: Thank you, sir.

12 MR. ADAMS: Thank you, Mr. Chairman.
13 Are we still on the record?

14 CHAIRPERSON ANDERSON: Yeah, the Board
15 agreed to adopt the Offer in Compromise.

16 MR. ADAMS: I was just being nice.

17 CHAIRPERSON ANDERSON: It was voted 6-
18 0-0, so I thought I made that clear that we
19 agreed to accept the Offer in Compromise.

20 MR. ADAMS: Very, very well. Thank
21 you very much, Mr. Chairman.

22 CHAIRPERSON ANDERSON: Thank you.

1 MR. ADAMS: Thank you all.

2 CHAIRPERSON ANDERSON: Have a good
3 day.

4 MR. ADAMS: All right.

5 (Whereupon, the Summary Suspension
6 Hearing was concluded at 10:13 a.m.)
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14
15
16
17
18
19
20
21
22

17:15 contact 11:8 16:14 contain 9:9,18 13:4 containing 16:7 continue 19:5 20:11,22 contract 16:12 control 1:2,14,15 6:9,15,17 controlling 9:14 cooperate 9:19 copy 5:20 correct 20:18 21:19 course 8:5 cover 12:20 covered 14:2 covers 17:17 CR 1:8 crime 10:3,4,6,8 14:6,8 crimes 11:13 curtain 13:7	disc 15:21 disciplinary 14:17 Discipline 14:16 discussed 5:8 disposition 11:22 District 1:1 3:14,18 5:7 17:2 document 10:21 11:18 12:1 Donovan 1:16,19 door 13:7 drafting 11:7 duration 6:16 duty 7:21 8:9,9	event 6:16,17 16:4 events 6:13 16:10 16:11,18 exception 8:1 existing 12:20 explanation 8:12 extends 5:11	hours 8:9 11:2 13:12 15:10 19:7 19:13 20:12
D	E	F	I
D.C 1:16 danger 5:5 23:6 dangerous 8:20 9:15 date 11:19 12:1 15:9 day 8:9 24:3 days 12:14 13:11 15:5 DC 6:12 7:11 decides 21:14 decision 21:12 defined 7:19 demonstrate 12:7 department 5:4 17:17 described 7:16 destroyed 11:16 detail 8:7,10 10:14 12:21 14:9 detailed 9:10,19 detaining 9:14 determine 6:22 diagram 13:5	Earlier 5:14 early 4:15 efficiently 23:5 egress 6:19 eminent 5:5 employee 14:16,19 employees 14:3,12 ensure 14:1,12 17:8 enter 9:2 16:11,16 entering 6:22 entertainment 7:19 8:6 15:20 16:1,3,5 entries 11:8 error 20:14 essentially 19:18 established 23:6 establishment 5:5 5:13 6:10,11,14 6:16 7:1 8:11,16 9:2,3,6,12,21 11:5 12:20 13:3,6 14:6 15:14 16:2,9,13 17:6 18:10,14,15 18:16 19:4,12,21 establishment's 7:7 10:8,14 12:6,9 13:17 15:1 16:4 19:19 Ethiopian 1:6,7 3:8 evaluate 13:20 evening 17:19	favor 22:11 February 1:13 7:4 fine 4:17 finish 4:21 first 14:14 following 15:8 food 19:22 footage 12:8,12,16 13:10,11 form 15:22 forth 7:13 10:22 14:17 Friday 7:18 8:3 15:12,15 front 11:4 full 7:8 21:7 fully 9:19 Fusion 1:6,7 3:8 future 17:10	idea 19:15 identification 14:1 identifications 6:21 identify 3:11 identifying 16:12 identity 16:7 immediately 9:22 12:8 incident 9:20 10:13 11:1,2,8,10,11,15 11:18 17:9 incidents 10:18,19 11:3 include 8:12 11:8 12:2 13:14,22 17:7 includes 14:13 16:13 including 7:10 9:12 10:1 incorporates 7:12 individuals 12:11 12:15 information 10:1,2 11:9 16:14 ingress 6:19 initial 15:8 inside 9:21 11:4 13:5 intent 17:7 19:13 interested 11:13 investigation 19:14 Investigator 13:18 Investigators 10:1 11:12 involved 10:2 issues 14:5
		G	J
		general 14:7 16:22 give 19:1,8 giving 21:6,11 going 22:3 good 3:12,15,21 4:1,7,9 24:2 Government 18:2,7	JAMES 1:21 January 1:11 5:12 17:10 jockey 15:22
		H	
		H 1:8 handing 9:16 handle 9:11 handling 9:8,13,15 harm 5:5 hearing 1:7,15 5:2 21:7,7,15 24:6 hire 15:5,9 Honor 18:8 21:8 host 6:13 16:17	

JR 1:20**K**

keep 19:21
key 19:15
know 4:14 16:6
 17:14 23:2
known 8:18

L

Lastly 16:20
laws 7:9
led 17:9
letter 19:12
license 1:9 3:8 7:7
 12:6 13:18 15:1
 17:13 19:17,19
licensed 13:19
licensee 2:12 22:6
lifting 7:6 12:5
 13:16 14:22
lights 10:10,11,15
limited 14:14
Lindsay 2:11 3:17
line 9:7
liquor 19:17,18,19
live 15:22
LLC 1:6
location 13:5,20
locations 13:1
log 11:1,8,11,14,15
 11:18 16:7
long 19:18 20:4

M

maintain 7:20 8:3
 11:1 13:10 16:6
 19:8
maintaining 6:15
 11:7
Maintenance 13:9
manage 6:18 14:5
management 6:9
manager 11:15
Marks 2:11 3:17,17
 3:19,20,20,22 4:1
matter 1:5 22:14
matters 4:11 7:12
mean 21:13

meaning 19:4
 21:12
means 10:21
medical 14:13
meet 17:11
MEETING 1:3
Member 1:19,20,20
 1:21,21 22:8
Members 3:13
 21:22
Merchaw 2:12 4:2
met 1:15 22:18
method 9:12 10:21
Metropolitan 17:16
MIKE 1:20
mind 9:5
minimum 7:21 8:8
 13:11
minute 10:12,16
modes 6:18
morning 3:12,15,21
 4:1,8,9 5:11 22:5
motion 22:4,10
mounted 13:2
MPD 9:17,20 10:1,6
 11:12,22 12:2
 13:13
music 10:10,11,12
 10:16

N

N.W 1:15
name 4:5 12:3
names 11:8 12:10
 12:15
NE 1:8
necessarily 19:21
need 21:15 22:22
negotiations 17:5
nice 23:16
NICK 1:19
night 7:18 8:4
nights 7:18
notify 12:13
number 8:8 11:19
 12:3,22 13:20
numbers 16:15

O

OAG 2:11,13 7:3
observe 13:2
obviously 5:3
 17:11 19:14
occur 11:3 17:10
occurred 17:18
occurrence 11:3
occurring 10:13
occurs 9:20
offer 5:16,22 17:12
 18:2,3,5 20:18
 21:5,10,17 22:1,4
 23:15,19
Office 16:21
officer's 12:3
Official 7:11
Oh 18:18
OIC 22:19
Okay 20:16 22:19
 22:20 23:7
on-site 8:22
open 18:17
operate 12:11,15
 15:11 20:3,22
 23:5
Operation 15:10
operational 12:19
 12:22
operations 19:13
Operators 12:5
opposed 22:13
order 22:16
original 23:7
outlined 8:22 17:12
outside 6:11 13:6
 16:17,18
owner 11:15 17:2
ownership 6:15

P

P-R-O-C-E-E-D-I-...
 3:1
p.m 7:4,22
paragraph 7:20 9:1
part 23:2
parties 3:3,10 5:8
 10:2 11:13

party 6:21
passes 22:14
pat-downs 8:19
patron 9:3
patrons 6:21,22
 8:15 9:1,14,15,16
 11:20 13:2 14:12
 15:13
perfect 9:12
perform 8:18 16:8,8
permitted 15:21
person 16:12
personnel 7:17 8:2
 8:8,11,22 9:11
 14:18 15:2,4,7
persons 7:21 8:3
 16:8,13
petition 15:17 16:2
pillar 13:7
placement 8:10,13
plan 7:3,5,8,11,14
 8:7,10 9:9,18 10:7
 10:13,20,22 11:6
 12:18,21 13:4,14
 14:8,11,17,20,21
 15:3,3,8
plans 11:1
please 3:10,11 6:2
police 1:10 5:4
 17:17 19:2,3 23:7
possessing 9:15
preliminary 4:11
premises 13:19
prepare 11:2
presence 8:19
present 1:18 2:9
 5:5,17,19 15:13
presented 5:10
preserve 14:6
preserving 10:8
 14:7
presiding 1:16
pretty 6:5
prior 7:6 10:6 12:5
 13:16 14:22
private 16:10,11
privileges 16:3,5
procedure 10:8

14:7,11
procedures 9:10,19
 10:14 15:5
promoted 16:18
promoter 16:19
promoters 6:11
 16:17
proper 11:7 15:4
protocol 11:7
provide 5:21 9:22
 12:9 15:3
provided 5:15 18:3
 18:6,6
provision 20:1
provisions 21:1
public 5:6 23:6
put 9:5

Q

Quara 1:6,7 3:8 4:3
questions 21:22

R

ran 16:12
rational 8:12
read 5:21 18:4 22:5
rear 11:4
receive 14:13 15:7
recommendation
 5:4
record 3:11 5:22
 22:5 23:13
recorded 10:12,15
recording 12:19
recovered 11:20
reenter 9:3
Reeves 1:15
referred 16:21
refresher 15:7
regarding 8:13 10:2
 17:3,3 22:1
regulations 7:10
reinstated 15:19
 16:3,5 22:17
relate 6:8
REMA 1:21
Rendering 14:10
rent 6:10,13

report 10:19 11:2
reporting 10:18
 11:3
representing 3:14
 3:17 4:3
request 9:21 13:13
 15:17 16:2
required 7:15 8:2
 8:21
requirement 8:2
 10:17 13:14
requirements 7:10
resolution 5:9
respondent 6:10,13
 6:17,20 7:2,19,20
 8:2,4,15,21 9:22
 10:4,11,19 11:11
 11:18,21,22 12:7
 12:13 13:10,13,20
 15:11,16,21 16:6
 16:11,16

respondent's 9:10
 10:20 11:1 14:8
Restaurant 1:6,7
 3:8
Retailer 1:8
retrieve 12:8,11,16
Review 16:22
reviewed 7:5
right 3:6 4:10,18,20
 5:18 6:4,4 17:22
 18:11 20:17 21:6
 21:11,16,21 22:2
 22:14,16 23:9
 24:4

Room 1:15
rules 20:6

S

safety 5:6 14:5
 19:15
sale 20:11
sales 19:22 20:2
Saturday 7:18 8:4
 15:13,15
scene 10:3,4,6 14:6
 14:8
scenes 10:9

scheduled 5:3 16:8
screenings 8:15,18
 9:4
second 22:7,8
seconded 22:10
secured 20:8
security 6:18 7:3,5
 7:8,11,14,17,21
 8:1,3,7,8,10,11,17
 8:22 9:9,10,18
 10:7,13,20,22
 11:6 12:4,9,16,17
 12:18,21 13:4,9
 13:14,15,21 14:5
 14:8,11,17,18,20
 14:21 15:3,3,4,5,6
 15:8 23:3
seen 20:8
sell 18:19,20 19:6
 22:16
selling 20:5,22
Senshaw 2:12 4:2,2
 4:6,6,7,8,9 5:17
 17:3 18:1,8,12,16
 18:20 20:19 21:3
 21:8,20 22:20
 23:8,11
separating 9:13
set 7:12 10:22
 14:17
sheet 4:22
shooting 5:13
SHORT 1:21
Show 16:22
sign-in 4:22
signature 4:21
signed 5:16,20
 11:14
Silverstein 1:20
 22:8,9
sir 4:5 6:3 21:2,20
 22:15 23:8,11
situation 17:8
sorry 4:4
specific 8:9
spoken 17:2
spots 12:21 14:1
staff 6:18 8:17

17:15
standard 6:6
start 4:15
starting 4:15
state 12:18 14:11
statute 19:11
Street 1:8,15
submit 7:2
substantive 17:18
Suite 1:16
Summary 1:7 5:1
 6:6 19:17 24:5
Sunday 15:12,14
 15:18
sure 5:14 19:10
 20:7 23:4
surrender 11:21
suspended 17:14
 19:19
suspension 1:7 5:2
 6:7 7:6 12:5 13:16
 14:22 17:13 19:17
 20:4 24:5
system 12:4,17
 13:16 14:2

T

t/a 1:7
telephone 16:15
Term 6:9 7:2,17
 8:14 9:8 10:3,10
 10:18 11:17 12:4
 12:17 13:9,15
 14:3,10,16,21
 15:10,20 16:10,20
terms 5:15,22 6:5,7
 15:2 17:1,4,6 18:5
 19:16 20:21 22:1
 22:16,18
Thank 23:10,11,12
 23:20,22 24:1
the/for 5:6
things 19:22
third 9:6
third- 6:20
third-party 6:14
thought 19:2,3,6,7
 20:10 23:18

Thursday 15:12,15 15:19 time 8:16 12:1 15:18 times 12:20 Title 7:11,15 today 5:14 21:7 trained 8:17 14:4 15:2,4 training 14:3,9,21 15:7,8 Tuesday 7:4 turn 10:11,12 turned 10:15,16 two 7:21 type 11:19	11:17,19,20,21,22 Wednesday 1:12 witnesses 11:9 writing 12:10 written 16:7,12 18:3	21 16:20 24 11:2 13:12 25 7:11,15 25-797 6:12 27 1:11 27th 5:12 17:10
U	X	3
understand 20:21 understanding 17:4 18:1 19:10 19:16 20:15 understands 5:11 17:6	Y	3 7:17 9:1 3:00 7:22 15:12,15 15:18 30 13:11 15:5
V	Z	4
victims 9:13,16 11:9 video 13:10,11,12 violence 10:20 11:14 violent 9:8,11,20 10:13 11:3 voted 20:11 23:17	0	4 8:14 400S 1:16
W	0-0 23:18 00014 3:8 16:21	5
W 1:16,19 WAHABZADAH 1:21 walk-through 13:19 23:4 Walter 2:13 3:13 want 4:15 wanted 4:19 Washington 1:16 way 20:8 we're 4:14 weapons 8:14,16 8:18,20 9:4,15	1	5 9:8 5:00 7:4
	1 6:9 1:00 8:5 10 12:4,14 10:00 3:4 4:16 5:3 7:22 10:13 24:6 105042 1:9 3:9 11 12:17 12 7:4 13:9 13 13:15 14 14:3 14th 1:15 15 14:10 16 14:16 17 14:21 18 15:10 19 7:20 15:20 19-251- 3:7 16:20 19-251-00014 1:9 1C 1:8	6
	2	6 1:13 10:3 14:4 15:16 16:1 6- 23:17 6-0-0 22:14
		7
		7 10:10
		8
		8 10:18 818 1:8
		9
		9 11:17 9:53 3:2 911 10:19,21 96 19:7,13 20:12

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Before: DC ABRA

Date: 02-06-19

Place: Washington, DC

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