

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

IN THE MATTER OF: :
:
Fab Lounge, Inc. t/a :
Safari Restaurant and Lounge :
4306 Georgia Ave NW : Show Cause
Retailer CT - ANC 4C : Hearing (Status)
License No. 90424 :
Case #19-251-00034 :
:
(Allowed Establishment to be :
Used for Unlawful or :
Disorderly Purposes, :
Transferred Security :
Responsibilities to a Third :
Party, Failed to Follow :
Security Plan - Four Counts, :
Transfer of Ownership Without :
Board Approval, Substantial :
Change Without Board Approval):

Wednesday,
April 24, 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
MIKE SILVERSTEIN, Member
JAMES SHORT, Member

REMA WAHABZADAH, Member

ALSO PRESENT:

WALTER ADAMS, OAG

FREZ TEAME, Licensee

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

2 9:43 a.m.

3 CHAIRPERSON ANDERSON: All right. Our
4 next case is Case No. 19-251-00034, Safari
5 Restaurant and Lounge, License No. 90424.

6 Would the parties approach and
7 identify themselves for the record, please?

8 MR. TEAME: Good morning, Frez Teame
9 for Safari DC Restaurant and Lounge.

10 CHAIRPERSON ANDERSON: Good morning,
11 Mister, I'm sorry, your name again, sir?

12 MR. TEAME: Teame.

13 CHAIRPERSON ANDERSON: Mr. Teame, good
14 morning, sir.

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

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

20 MR. ADAMS: Good morning.

21 CHAIRPERSON ANDERSON: All right. Mr.
22 Adams, are there any preliminary matters in this

1 case?

2 MR. ADAMS: For this case, there are
3 preliminary matters, Mr. Chairman, and, please,
4 bear with me, because there is quite a few
5 details on this.

6 CHAIRPERSON ANDERSON: Hold on a
7 minute. I'm trying to get a -- I'm trying to see
8 if there is something in writing, so I can also
9 follow along.

10 MR. ADAMS: Yes.

11 CHAIRPERSON ANDERSON: So I don't have
12 to take extensive notes. Go ahead, Mr. Adams.

13 MR. ADAMS: Yes, Mr. Chairman. There
14 is two matters. Now, first, the District would
15 like to, for the record, request to amend the
16 current notice. Within the current Notice for
17 Show Cause, there are two, in the document,
18 Charge 7s. And what we would like to do is to
19 request that the second Charge 7 be amended to
20 Charge 8.

21 In addition to that, the parties have
22 discussed this case and are able to make -- to

1 provide an Offer in Compromise to the Board and
2 there are two parts to that.

3 First, the District will discuss the
4 fine and -- or define the second and will talk
5 about the terms and conditions for -- that the
6 establishment must follow as part of the Offer in
7 Compromise.

8 In terms of the fine, Mr. Chairman,
9 the parties have agreed that the establishment
10 will pay a fine in the amount of \$3,000 -- in
11 total amount, \$3,750 to be paid within a period
12 of 60 days. If they fail to pay that -- pay the
13 fine in the 60 day period, the establishment
14 understands that its license will be suspended
15 for an indefinite period until such time as the
16 fine is paid.

17 In addition, for Charge 8, we are
18 asking that the establishment -- well, the
19 establishment was to have a mandatory warning.
20 And this is how the Offer in Compromise --

21 CHAIRPERSON ANDERSON: Hold on. So
22 you are talking -- all right. Hold on.

1 So your first motion is that you are
2 asking to amend the numbering of the charges?

3 MR. ADAMS: Yes.

4 CHAIRPERSON ANDERSON: And so have you
5 discussed this with Mr. Teame? I'm bad with
6 names, sir. I just want to make sure --

7 MR. TEAME: That's all right.

8 CHAIRPERSON ANDERSON: -- that I --
9 your name again?

10 MR. TEAME: Teame.

11 CHAIRPERSON ANDERSON: Teame, Teame.
12 Have you discussed this with him, the numbering?

13 MR. ADAMS: I have not discussed it
14 with Mr. Teame, because it was a technical
15 amendment.

16 CHAIRPERSON ANDERSON: All right. No,
17 I just wanted to make sure he was aware of it.
18 So I don't have -- because it's just a technical
19 amendment, you're just changing the numbering,
20 you are not changing anything about it, then I'm
21 fine with it.

22 So we will grant that the numbering be

1 changed. So rather than -- so the new charge,
2 what is the new Charge 8?

3 MR. ADAMS: The new Charge 8 and I
4 apologize, you know what, Mr. Chairman, what I'll
5 do, I can go through the full list of charges and
6 then I can -- but new Charge 8 would be the
7 changing of the treatment.

8 CHAIRPERSON ANDERSON: Okay. All
9 right. Now, because you are telling me you are
10 going through the fine, so you are saying now
11 what the fine for charge -- the new Charge 8.

12 MR. ADAMS: And the fine for new
13 Charge 8 would be a warning.

14 CHAIRPERSON ANDERSON: Okay.

15 MR. ADAMS: And I can, Mr. Chairman,
16 go through Charges 1 through 7 whenever you are
17 ready.

18 CHAIRPERSON ANDERSON: All right.
19 Also there is different amounts for the different
20 charges?

21 MR. ADAMS: Yes.

22 CHAIRPERSON ANDERSON: You're going to

1 go through the different amounts? Okay. So go
2 ahead.

3 MR. ADAMS: For Charge 1, for the
4 establishment being -- for the charge of
5 establishment being allowed to be used for
6 unlawful for disorderly purpose, the
7 establishment has agreed to a fine in the amount
8 of \$1,250.

9 CHAIRPERSON ANDERSON: You said
10 \$1,250?

11 MR. ADAMS: Yes, Mr. Chairman.

12 CHAIRPERSON ANDERSON: Okay.

13 MR. ADAMS: For Charge 2, for transfer
14 control of the establishment to a third-party,
15 the fine again is \$1,250 or \$1,250.

16 For Charge 3, which is essentially
17 failure to comply with the provisions of the
18 establishment's security plan, specifically for
19 not keeping an accurate head count of patrons,
20 again, the fine is \$1,250.

21 CHAIRPERSON ANDERSON: Okay.

22 MR. ADAMS: Charges 4 through 6 are

1 all iterations of the establishment not following
2 the -- or complying with provisions of the
3 security plan. As a result, since we already do
4 have a charge for failing to comply with the
5 security plan, the District is willing to dismiss
6 Charges 4 through 6.

7 And lastly, Charge 7 for transfer of
8 the ownership without Board approval, the -- we
9 are dismissing that charge, because clearly the
10 owner is back and is present here.

11 And again lastly for Charge 8 is for
12 the trade name without Board approval, we are
13 asking for a mandatory warning or a warning,
14 which is required by the statute.

15 And that's how the actual fine breaks
16 down of the \$3,750.

17 In terms of the additional terms, Mr.
18 Chairman, there are -- in order for us to reach
19 this agreement, we have discussed the terms that
20 we believe that the Board has in writing. And
21 if, Mr. Chairman, so -- would so want us to do
22 so, we can read that into the record.

1 CHAIRPERSON ANDERSON: Yes, please, go
2 ahead.

3 MR. ADAMS: All right. Mr. Chairman,
4 there are several conditions that are going to be
5 put in place in order for this proposal to take
6 place and for the establishment to have a
7 suspension, Summary Suspension of its license
8 lifted.

9 And so the respondent is agreeing to
10 and will comply with the following terms.

11 Section:

12 (1) Management, Control and Ownership of the
13 Establishment -

14 (a) The respondent shall not lease the
15 licensed establishment to outside promoters or
16 third-parties.

17 (b) The respondent shall not allow the
18 hosting of events at the licensed premises by any
19 other promoter or third-party without maintaining
20 ownership and control of the establishment for
21 the duration of the event. For the duration of
22 any hosted event, the respondent must control and

1 manage all bar and security staff, as well as the
2 modes of ingress and egress.

3 (c) The respondent shall now allow a
4 third-party or a promoter to check the
5 identifications of patrons or determine the age
6 of patrons entering the establishment.

7 (e) The respondent shall not enter
8 into any agreement with a third-party or a
9 promoter to manage and control the operations of
10 the establishment or to share in the profits of
11 the establishment's business.

12 (f) The respondent may however employ
13 persons to manage the establishment.

14 (g) Any Management Agreement entered
15 into by the respondent must be filed with the
16 Alcoholic Beverage Regulation Administration
17 (ABRA) within thirty (30) days of the execution
18 of that agreement.

19 (2) Owner's Long-Term Absences - In the
20 event that the establishment's owner is out of
21 town or away from the establishment for a period
22 exceeding seven (7) days, the respondent shall

1 inform ABRA at least five (5) business days in
2 advance of the owner's absence. The respondent's
3 notice shall provide the name and the cell phone
4 number of the person designated to be in charge
5 of the establishment's operations during the
6 owner's absence.

7 (3) Security Plan - The respondent shall
8 submit an updated Security Plan to ABRA and OAG
9 by no later than 5:00 p.m. on Tuesday, April 30,
10 2019. The Security Plan shall be reviewed and
11 accepted by the Board prior to lifting the
12 suspension of the establishment's alcoholic
13 beverage license. The Security Plan shall be in
14 full compliance with all applicable laws and
15 regulations including all requirements for a
16 Security Plan under Title 25 of the D.C. Official
17 Code and which incorporates all of the matters
18 set forth below. The Security Plan shall also
19 address additional conditions not required in
20 Title 25, but which are also described below.
21 The updated Security Plan will replace the
22 respondent's 2013 Security Plan currently on file

1 with ABRA.

2 (4) Security Personnel - On Friday and
3 Saturday nights and on any night the respondent
4 has entertainment as defined in paragraph (17)
5 below, the respondent shall maintain, at a
6 minimum, two security persons who will be on duty
7 at the establishment between 10:00 p.m. and 3:00
8 a.m. The Security Plan shall detail the minimum
9 number of security personnel who will be on duty
10 each day and their specific duty hours. The
11 Security Plan shall detail the placement of
12 security personnel within the establishment and
13 shall include an explanation of the rationale
14 regarding that placement.

15 (5) Weapons Abatement Screenings -
16 Respondent shall not allow patrons to bring
17 weapons into the establishment at any time. All
18 security staff must be trained and be able to
19 perform weapons abatement screenings, also known
20 as "pat downs," to check for the presence of
21 weapons. At those times, the respondent is
22 required to have security persons on-site as

1 outlined in paragraph (4) above, the security
2 personnel shall check all patrons who enter the
3 establishment for the presence of weapons and
4 shall not allow any patron to reenter the
5 establishment without conducting additional
6 weapons screenings.

7 (6) Confiscation of Weapons - In the event
8 weapons are found on patrons, the respondent
9 shall document in the incident log the type and
10 number of weapons and the date on which any
11 weapons are recovered from patrons. The
12 respondent shall render confiscated weapons to
13 MPD or Metropolitan Police Department for
14 disposition of weapons. Respondent shall
15 document the date and time of the consultation
16 with MPD and shall include the officer's name and
17 badge number.

18 (7) Handling Violent Altercations - The
19 Security Plan shall contain detailed procedures
20 on how the Respondent's security personnel are to
21 handle violent altercations inside of the
22 establishment, including appropriate methods for

1 separating and handling victims and aggressors,
2 detaining and controlling aggressive patrons,
3 handling patrons possessing dangerous weapons and
4 handling victims and aggressive patrons over to
5 MPD. The Security Plan shall also contained
6 detailed procedures on how to fully cooperate
7 with ABRA and MPD when a violent incident occurs
8 inside the establishment. Upon request, the
9 respondent shall immediately provide accurate
10 information to MPD and ABRA Investigators,
11 including information regarding the involved
12 parties.

13 (8) Preservation of a Crime Scene - The
14 respondent shall not clean up a crime scene under
15 any circumstances or authorize anyone to clean up
16 the crime scene without prior consent of MPD.
17 The Security Plan shall address the
18 establishment's procedure for preserving the
19 crime scene.

20 (9) Lights and Music - The respondent shall
21 turn on its lights and turn off any recorded
22 music within one minute of the management's

1 knowledge of a violent incident. The Security
2 Plan shall detail the establishment's procedures
3 for ensuring that lights are turned on and
4 recorded music is turned off within the one
5 minute requirement.

6 (10) Reporting Incidents - The respondent
7 shall call 911 to report incidents of violence.
8 The respondent's Security Plan shall document the
9 means and method for calling 911. The Security
10 Plan shall set forth respondent's plan to
11 maintain an incident log and prepare an incident
12 report within 24 hours of occurrence recording
13 all violent incidents that occur inside of, in
14 front of, and in the rear of the establishment.
15 The Security Plan shall address the proper
16 protocol for drafting and maintaining incident
17 log entries to include the names and contact
18 information of any victims and witnesses to an
19 incident. The respondent shall make the incident
20 log available to MPD, ABRA Investigators and
21 other interested parties upon request. In cases
22 of crimes of violence, incident logs must be

1 signed by an ABC Manager or owner. The incident
2 log shall be maintained for a period of three (3)
3 years and shall not be destroyed during that
4 period.

5 (11) Security Camera System - The respondent
6 shall have an operational security camera system
7 in good working order that actively records at
8 all times. The cameras shall cover all blind
9 spots inside the establishment and shall provide
10 security coverage on the front and rear doors and
11 any alleyway. The Security Plan shall detail the
12 number of cameras utilized by the respondent, the
13 location of cameras and how the cameras are to be
14 mounted to best observe patrons while they are in
15 the establishment. The Security Plan shall
16 contain a diagram of the location of all of the
17 cameras inside and outside of the establishment.
18 No camera shall be blocked by curtain, door,
19 pillar or other barrier.

20 (12) Maintenance of Security Camera Video
21 Footage - The respondent shall maintain video
22 footage for a minimum of thirty (30) days and

1 shall make the video available within twenty-four
2 (24) hours of a request from ABRA or MPD. The
3 respondent shall include this requirement in its
4 Security Plan.

5 (13) Assessment of Security Camera System -
6 Prior to lifting the suspension of the
7 establishment's alcoholic beverage license, an
8 ABRA Investigator shall conduct a walk-through of
9 the licensed premises with respondent to evaluate
10 the location and number of security cameras.

11 This assessment will also include an
12 identification of all blind spots to ensure that
13 they are adequately covered by the camera system.

14 (14) Rendering Aid - The Security Plan shall
15 state the procedure in which all employees will
16 ensure that all patrons receive appropriate
17 medical care. This includes, but is not limited
18 to, administering first aid and calling an
19 ambulance (911).

20 (15) Employee Discipline - The Security Plan
21 shall set forth what disciplinary actions will
22 apply to any security personnel or other

1 employees who does not comply with the Security
2 Plan.

3 (16) Training - Prior to lifting the
4 suspension of the establishment's alcoholic
5 beverage license, all personnel shall be trained
6 on the terms of the Security Plan. The Security
7 Plan shall require that a copy of the Security
8 Plan be provided to and reviewed with any outside
9 security company hired by the establishment prior
10 to the security company starting work at the
11 establishment. On an annual basis, all personnel
12 employed by the establishment will receive
13 refresher training on the Security Plan.

14 (17) Entertainment - The respondent shall
15 know and maintain a written log containing the
16 identity of any persons who performed or are
17 scheduled to perform at the establishment.

18 (18) Events - For all private events held at
19 the establishment, the respondent shall enter
20 into a written contract identifying the person(s)
21 hosting the event, that includes the person's
22 contact information (address and telephone

1 number(s). No third-party hosting a private
2 event shall enter into agreement with any outside
3 promoter(s) or host any events to be advertised
4 or promoted by an outside promoter(s).

5 (20) Fine - The respondent shall pay a fine
6 based upon the terms agreed by the parties in
7 compliance with the Civil Penalty Schedule in 23
8 DCMR § 800.

9 And the parties have already provided
10 information regarding the fine that has been
11 negotiated in this case.

12 CHAIRPERSON ANDERSON: Okay.

13 MR. ADAMS: And, Mr. Chairman, that is
14 the entirety of the Offer in Compromise and its
15 terms.

16 CHAIRPERSON ANDERSON: Mr. Teame, it's
17 my understanding that there is an Offer in
18 Compromise. And I'm just going to list the total
19 fine is \$3,750 payable within 60 days. And Mr.
20 Adams just went through the list of what
21 constitutes the Offer in Compromise.

22 Is this your understanding, sir, of

1 the Offer in Compromise?

2 MR. TEAME: Yes, sir.

3 CHAIRPERSON ANDERSON: Are you aware
4 that by accepting an Offer in Compromise, that
5 you are giving up your right to a hearing?

6 MR. TEAME: Yes.

7 CHAIRPERSON ANDERSON: And are you
8 also aware that by accepting an Offer in
9 Compromise, that you are giving up your right to
10 appeal this matter?

11 MR. TEAME: Yes.

12 CHAIRPERSON ANDERSON: All right. Are
13 there any questions by any Board Members
14 regarding this Offer in Compromise?

15 All right. Hearing none, I then make
16 a motion that the Offer in Compromise of a fine
17 of -- for Charge 1 there is a fine of \$1,250.
18 Charge 2 is \$1,250. Charge 3 is \$1,250. Charge
19 4 will be dismissed. Charge 5 will be dismissed.
20 Charge 6 will be dismissed. Charge 7 will be
21 dismissed and Charge 8 a mandatory -- a warning
22 will be issued.

1 And the Offer in Compromise, there is
2 a written Offer in Compromise that was read in
3 the record earlier by Mr. Adams that has -- that
4 was agreed to Mr. Teame. So with that said, I
5 then make the motion that this Offer in
6 Compromise be accepted. Is there a second?

7 MEMBER SHORT: Second.

8 CHAIRPERSON ANDERSON: Mr. Short has
9 seconded the motion.

10 All those in favor say aye.

11 ALL: Aye.

12 CHAIRPERSON ANDERSON: Those opposed?
13 The matter passed 5-0-0.

14 I would like to thank the parties for
15 reaching an Offer in Compromise in this matter.
16 And I trust that the nature of -- by the nature
17 of this Offer in Compromise, that the Government
18 believes that if this Offer in Compromise is
19 agreed to, that it is in the best interest of the
20 residents of the District of Columbia.

21 So I just wanted to -- yes, Mr. Adams?

22 MR. ADAMS: That is true, we believe

1 that it is the best interest of the residents of
2 the District of Columbia and all parties
3 involved.

4 CHAIRPERSON ANDERSON: Thank you. Mr.
5 Teame, this was a serious incident. I would have
6 hoped when we first had the hearing that you were
7 here and maybe this matter could have been
8 settled a long time ago, but I'm glad that the
9 parties were able to bring closure to this
10 matter. And good luck to you, sir.

11 MR. TEAME: Thank you.

12 CHAIRPERSON ANDERSON: All right.

13 MR. ADAMS: Thank you, Mr. Chairman.
14 May I be excused?

15 CHAIRPERSON ANDERSON: Yes, thank you.
16 Thank you. We are off the record for a minute.

17 (Whereupon, off the record for a
18 recess.

19 CHAIRPERSON ANDERSON: So we are back
20 on the record.

21 So we will issue a Board Order
22 memorializing the terms of the Offer in

1 Compromise.

2 So you can comply with whatever terms
3 that are -- although the Board Order might not
4 come out today, but this is the agreement, so
5 whatever agreement that you made, you need to
6 move forward and comply with the time lines.

7 Okay?

8 MR. TEAME: Yes, will do. Thank you.

9 CHAIRPERSON ANDERSON: All right.

10 Thanks.

11 (Whereupon, the Show Cause (Status)

12 Hearing was concluded at 10:04 a.m.)

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C E R T I F I C A T E

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In the matter of: Safari Restaurant

Before: DC ABRA

Date: 04-24-19

Place: Washington, DC

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