

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

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In the Matter of:

Fab Lounge, Inc.     )  
t/a Safari Restaurant and Lounge     )

Holder of a     )  
Retailer's Class CT License     )

at premises     )  
4306 Georgia Avenue, N.W.     )  
Washington, D.C. 20011     )

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Case No.:           19-CMP-00034  
License No:        ABRA-090424  
Order No:          2019-223

**BEFORE:**           Donovan Anderson, Chairperson  
                  Nick Alberti, Member  
                  Mike Silverstein, Member  
                  James Short, Member  
                  Bobby Cato, Member  
                  Rema Wahabzadah, Member

**ALSO PRESENT:**   Fab Lounge, Inc., t/a Safari Restaurant and Lounge, Respondent

Nunu Wodwessen, on behalf of the Respondent

Walter Adams, Assistant Attorney General  
Office of the Attorney General for the District of Columbia

Martha Jenkins, General Counsel  
Alcoholic Beverage Regulation Administration

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**ORDER APPROVING OIC**

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The above mentioned parties appeared before the Alcoholic Beverage Control Board on April 24, 2019. At the hearing, the parties proposed an offer-in-compromise (OIC) to resolve Case No. 19-CMP-00034. According to the notice, the Respondent is charged with eight offenses, four of which have been dismissed. The charges being admitted to are as follows:

**Charge I:       You allowed your licensed establishment to be used for an unlawful or  
disorderly purpose [in violation of] . . . D.C. Code § 25-823(a)(2).**

**Charge II:** You illegally transferred control of your security to a third party in violation of D.C. Code §§ 25-797(a) and (b) . . . .

**Charge III:** You violated the terms of your Board-approved security plan by failing to keep an accurate headcount of patrons inside the establishment [in violation of] . . . D.C. Code § 25-823(a)(6).

**Charge VIII:** You made a substantial change to your establishment [in violation of] . . . D.C. Code § 25-823(a)(1).<sup>1</sup>

*Notice of Status and Show Cause Hearings*, Case No. 19-251-00034, 2-3 (Apr. 2019). The Board approved the OIC at the hearing, which is memorialized below.

### **ORDER**

Therefore, on this 24th day of April 2019, the Board **APPROVES** the OIC presented by the parties. The terms of the OIC are as follows:

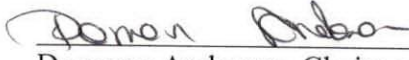
1. The license holder admits to the three primary tier violations found in Charges I through III. The Respondent shall pay a \$1,250 fine for each offense within 60 days. The total amount in fines for these offenses is \$3,750.
2. The failure to pay the fines in full shall result in an immediate suspension of the license until all money owed is paid.
3. The license holder shall follow and operate according to the attached terms and conditions.
4. The license holder shall receive a warning for Charge VIII.
5. All remaining charges are dismissed.

The ABRA shall deliver copies of this Order to the Government and the Respondent.

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<sup>1</sup> It is the last charge in the notice, but is erroneously listed as a second Charge VII. The Board refers to it as Charge VIII in this Order.

District of Columbia  
Alcoholic Beverage Control Board

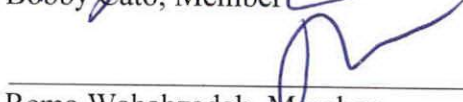
  
Donovan Anderson, Chairperson

  
Nick Alberti, Member

  
Mike Silverstein, Member

  
James Short, Member

  
Bobby Cato, Member

  
Rema Wahabzadah, Member

Pursuant to 23 DCMR § 1719.1, any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 20009. Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, District of Columbia Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. *See* D.C. App. Rule 15(b).

Finally, in the case of a summary suspension, "A person aggrieved by a final summary action may file an appeal in accordance with the procedures set forth in subchapter I of Chapter 5 of Title 2." D.C. Code § 25-826(d).

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Attorney General**



**ATTORNEY GENERAL**  
**KARL A. RACINE**



Public Interest Division  
Civil Enforcement Section

**OFFER IN COMPROMISE<sup>1</sup>**

In the Matter of: Fab Lounge Inc. t/a Safari Restaurant and Lounge

Case No.: 19-251-00034

License No.: ABRA-090424

Hearing Date: April 24, 2019

Date of Incident: February 23-24, 2019

Statutory Authority: D.C. Code §25-823 (a)

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This Offer in Compromise (OIC) is presented to the Alcoholic Beverage Control Board (Board) by the Assistant Attorney General (OAG) at the Show Cause Status Hearing in the matter of Fab Lounge Inc. t/a Safari Restaurant and Lounge (Respondent). Please be advised that this is a proposed compromise. Accordingly, it is within the discretion of the Board to accept or reject this offer.

The OIC consists of the Respondent agreeing to and complying with the following terms:

(1) Management, Control and Ownership of the Establishment –

- (a) The Respondent shall not lease the licensed premises to outside promoters or third parties.
- (b) The Respondent shall not allow the hosting of events at the licensed premises by any promoter or third party without maintaining ownership and control of the establishment for the duration of the event. For the duration of any hosted event, the Respondent must control and manage all bar and security staff, as well as the modes of ingress and egress.
- (c) The Respondent shall not allow a third party or promoter to check the identifications of patrons or determine the age of patrons entering the establishment.

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<sup>1</sup> Authorized under 23 DCMR § 1604.5 (2016).

- (e) The Respondent shall not enter into any agreement with a third party or a promoter to manage and control the operations of the establishment or to share in the profits of the establishment's business.
  - (f) The Respondent may however employ persons to manage the establishment.
  - (g) Any Management Agreement entered into by the Respondent must be filed with the Alcoholic Beverage Regulation Administration (ABRA) within thirty (30) of the execution of that agreement.
- (2) Owner's Long Term Absences – In the event that the establishment's owner is out of town or away from the establishment for a period exceeding seven (7) days, the Respondent shall inform ABRA at least five (5) business days in advance of the owner's absence. The Respondent's notice shall provide the name and the cell phone number of the person designated to be in charge of the establishment's operations during the owner's absence.
- (3) Security Plan – The Respondent shall submit an updated Security Plan to ABRA and OAG by no later than 5:00 p.m. on Tuesday, April 30, 2019. The Security Plan shall be reviewed and accepted by the Board prior to lifting the suspension of the establishment's alcoholic beverage license. The Security Plan shall be in full compliance with all applicable laws and regulations including all requirements for a Security Plan under Title 25 of the D.C. Official Code, and which incorporates all of the matters set forth below. The Security Plan shall also address additional conditions not required in Title 25 but which are also described below. The updated Security Plan will replace the Respondent's 2013 Security Plan currently on file with ABRA.
- (4) Security Personnel – On Friday and Saturday nights, and on any night the Respondent has entertainment as defined in paragraph (17) below, the Respondent shall maintain, at a minimum, two security persons who will be on duty at the establishment between 10:00 p.m. and 3:00 a.m. The Security Plan shall detail the minimum number of security personnel who will be on-duty each day and their specific duty hours. The Security Plan shall detail the placement of security personnel within the establishment and shall include an explanation of the rationale regarding that placement.
- (5) Weapons Abatement Screenings – Respondent shall not allow patrons to bring weapons into the establishment at any time. All security staff must be trained and be able to perform weapons abatement screenings, also known as "pat downs", to check for the presence of weapons. At those times the Respondent is required to have security persons on-site as outlined in paragraph (4) above, the security personnel shall check all patrons who enter the establishment for the presence of weapons and shall not allow any patron to reenter the establishment without conducting additional weapons screenings.

- (6) Confiscation of Weapons – In the event weapons are found on patrons the Respondent shall document in the incident log, the type and number of weapons, and the date on which any weapons are recovered from patrons. The Respondent shall surrender confiscated weapons to MPD for disposition of the weapons. Respondent shall document the date and time of the consultation with MPD and shall include the officer's name and badge number.
- (7) Handling Violent Altercations – The Security Plan shall contain detailed procedures on how the Respondent's security personnel are to handle violent altercations inside of the establishment, including appropriate methods for separating and handling victims and aggressors, detaining and controlling aggressive patrons, handling patrons possessing dangerous weapons, and handing victims and aggressive patrons over to MPD. The Security Plan should also contain detailed procedures on how to fully cooperate with ABRA and MPD when a violent incident occurs inside the establishment. Upon request, the Respondent shall immediately provide accurate information to MPD and ABRA investigators, including information regarding the involved parties.
- (8) Preservation of a Crime Scene – The Respondent shall not clean up a crime scene under any circumstances or authorize anyone to clean up the crime scene, without the prior consent of MPD. The Security Plan shall address the establishment's procedure for preserving a crime scene.
- (9) Lights and Music – The Respondent shall turn on its lights and turn off any recorded music within one minute of the Management's knowledge of a violent incident. The Security Plan shall detail the establishment's procedures for ensuring that lights are turned on and recorded music is turned off within the one-minute requirement.
- (10) Reporting Incidents – The Respondent shall call 911 to report incidents of violence. The Respondent's Security Plan shall document the means and method for calling 911. The Security Plan shall set forth Respondent's plan to maintain an incident log and prepare an incident report within 24 hours of occurrence recording all violent incidents that occur inside of, in front of, and in the rear of the establishment. The Security Plan shall address the proper protocol for drafting and maintaining incident log entries, to include the names and contact information of any victims and witnesses to an incident. The Respondent shall make the incident log available to MPD, ABRA investigators and other interested parties upon request. In cases of crimes of violence, incident logs must be signed by an ABC Manager or owner. The incident log shall be maintained for a period of three (3) years and shall not be destroyed during that period.

- (11) Security Camera System – The Respondent shall have an operational security camera system in good working order that actively records at all time. The cameras shall cover all blind spots inside the establishment and shall provide security coverage of the front and rear doors and any alleyway. The Security Plan shall detail the number of cameras utilized by the Respondent, the location of the cameras, and how the cameras are to be mounted to best observe patrons while they are in the establishment. The Security Plan shall contain a diagram of the location of all of the cameras inside and outside of the establishment. No camera shall be blocked by a curtain, door, pillar or other barrier.
- (12) Maintenance of Security Camera Video Footage – The Respondent shall maintain video footage for a minimum of thirty (30) days and shall make the video available within twenty four (24) hours of a request from ABRA or MPD. The Respondent shall include this requirement in its Security Plan.
- (13) Assessment of Security Camera System – Prior to lifting the suspension of the establishment's alcoholic beverage license, an ABRA investigator shall conduct a walk-through of the licensed premises with Respondent to evaluate the location and number of security cameras. This assessment will also include an identification of all blind spots to ensure that they are adequately covered by the camera system.
- (14) Rendering Aid – The Security Plan shall state the procedure in which all employees will ensure that all patrons receive appropriate medical care. This includes, but is not limited to, administering first aid and calling an ambulance (911).
- (15) Employee Discipline – The Security Plan shall set forth what disciplinary actions will apply to any security personnel or other employee who does not comply with the security plan.
- (16) Training – Prior to lifting the suspension of the establishment's alcoholic beverage license, all personnel shall be trained on the terms of the Security Plan. The security plan shall require that a copy of the security plan be provided to and reviewed with any outside security company hired by the establishment prior to the security company starting work at the establishment. On an annual basis, all personnel employed by the establishment will receive refresher training on the security plan.
- (17) Entertainment – The Respondent shall know and maintain a written log containing the identity of any persons who performed or are scheduled to perform at the establishment.

(18) Events – For all private events held at the establishment, the Respondent shall enter into a written contract identifying the person(s) hosting the event that includes the person's contact information (address and telephone number(s)). No third party hosting a private event shall enter into an agreement with any outside promoter(s) or host any events to be advertised or promoted by an outside promoter(s).

(19) Fine – The Respondent shall pay a fine based upon the terms agreed by the parties in compliance with the Civil Penalty Schedule in 23 DCMR § 800.

### CONSENT

I agree to accept and comply with the terms of this Offer in Compromise. I acknowledge the validity of the settlement and I waive a hearing to which I would have a right under D.C. Code § 25-823. I also recognize that I am waiving any right to appeal an adverse ruling of the Alcoholic Beverage Control Board that might have followed any such hearing. I sign this settlement agreement without reservation, and I fully understand its meaning and my rights.

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Witness for the Government (OAG)

\_\_\_\_\_  
Date