

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

2 1:41 p.m.

3 CHAIRPERSON ANDERSON: Good afternoon.

4 We are back on the record. We have a Fact-
5 Finding Hearing. It is Serenata & ZUMO, License
6 No. 113917. This is a review of a new license
7 application. And also would the parties, please,
8 identify themselves for the record, please?

9 MS. HIRAO: Sure. Good morning. It's
10 not good morning, sorry, good afternoon. My name
11 is Risa Hirao, counsel for the applicant. And to
12 my right I have Ms. Daniella Senior Alvarez. She
13 is representing The Pour -- should I spell it
14 out?

15 CHAIRPERSON ANDERSON: Well, I'm going
16 to ask that everyone sign in on the sign-in sheet
17 for the --

18 MS. HIRAO: Sure.

19 CHAIRPERSON ANDERSON: -- court
20 reporter. But I'm not hearing anything, so --

21 MS. HIRAO: Oh, okay.

22 CHAIRPERSON ANDERSON: Yes, because

1 you start off and then you kind of like when you
2 are giving the names, even your last name --

3 MS. HIRAO: Oh, I'm sorry.

4 CHAIRPERSON ANDERSON: -- is like--

5 MS. HIRAO: Sugar drop.

6 CHAIRPERSON ANDERSON: Okay. So why
7 don't we start off again?

8 MS. HIRAO: Okay. So to my right is
9 Daniella Senior Alvarez and she is with The Pour
10 Group, LLC, the applicant. Over to the far right
11 I have representatives from Eden's, the landlord
12 and I'll have them introduce themselves.

13 MR. ALLEN: Reynolds Allen, I'm
14 managing director at Eden's, who is the landlord
15 of the property.

16 CHAIRPERSON ANDERSON: Good afternoon.

17 MR. FRANKIEWICZ: Stephen Frankiewicz,
18 I'm a development associate working on the
19 property as well.

20 MR. PAREDES: Ruben Paredes, Eden's.
21 General manager for --

22 CHAIRPERSON ANDERSON: I didn't hear

1 your last name, sir.

2 MR. PAREDES: Paredes.

3 CHAIRPERSON ANDERSON: Perez?

4 MR. PAREDES: Paredes.

5 CHAIRPERSON ANDERSON: Paredes.

6 MR. PAREDES: Paredes.

7 CHAIRPERSON ANDERSON: No, you tell

8 me. Don't let me tell you what your name is.

9 Okay.

10 MR. PAREDES: Paredes is fine.

11 CHAIRPERSON ANDERSON: Okay. That's

12 not what it is. Are you just humoring me,

13 because --

14 MR. PAREDES: No, no, no, sir.

15 CHAIRPERSON ANDERSON: All right. I

16 try my best when I talk to folks to get the

17 pronunciation of your name and try my best to

18 address you by name, so I apologize and if I am

19 going to butcher your name, so I apologize, but I

20 did try.

21 MR. PAREDES: Paredes.

22 CHAIRPERSON ANDERSON: Paredes.

1 MR. PAREDES: Yes.

2 CHAIRPERSON ANDERSON: Okay. Thank
3 you. Good afternoon.

4 All right. I guess we will start,
5 maybe you can explain to us this concept.
6 Explain what this business is and the concept and
7 what it is that you are seeking.

8 MS. HIRAO: Okay. I'll start out with
9 the cornerstones of the application.

10 CHAIRPERSON ANDERSON: All right.

11 MS. HIRAO: It's a CT License. The
12 established location or the proposed established
13 location is at 1280 4th Street, N.E. The location
14 is known as La Cosecha, which Eden's will explain
15 to you what the concept is about.

16 Daniella will be operating a concept,
17 she will go into more detail, that focuses on
18 juices, cocktails and we have a menu attached to
19 the application.

20 There will be a sidewalk cafe as well
21 as a common space offered through Eden's and the
22 location of the -- this establishment is among

1 other tenants and it's located, I would say, more
2 toward the front, but in the center of the space.

3 One unique -- two unique features
4 about this location will be the culinary
5 emergence space, which would be a space that
6 tenants can use for special events and each would
7 use that for -- on a reservation basis
8 coordinated with the landlord.

9 And also there is a sidewalk cafe
10 configuration based on the plans that has been
11 developed through the -- there is a plan here on
12 the sidewalk streetscape, which will also go into
13 more detail, but those are the bones right now.
14 It's a CT License. It will be kind of like a
15 Union Market feel, but mostly the tenants will be
16 serving culinary menu from Latin America.

17 And we are, I guess, here for a Fact-
18 Finding Hearing. You are going to ask us
19 questions about the application, so fire away.

20 MR. ALLEN: Would you like me to give
21 the overview?

22 CHAIRPERSON ANDERSON: What --

1 MS. HIRAO: Also, if you needed the
2 load, the load proposed for the application is 99
3 with sidewalk cafe at 183 seats.

4 CHAIRPERSON ANDERSON: All right.
5 Well, I think the question is that --

6 MS. HIRAO: Um-hum?

7 CHAIRPERSON ANDERSON: -- the space --
8 all right. The space has been asked for a
9 license. It is under whose exclusive control?
10 Like the space that is being -- that a license is
11 being requested for, is this your permanent space
12 or -- because I think there is some confusion
13 about who would be using the space. Would other
14 folks come into the space, sell and serve alcohol
15 or is it just you as the licensee?

16 And if that is the case, who is
17 responsible? Who would be responsible for it?
18 Is the space owned by you today? And say
19 tomorrow, another vendor will come in that space
20 and sell or serve alcohol? I think that's the
21 confusion part.

22 So I mean, I'm familiar with --

1 somewhat familiar with Union Market, but so
2 that's a different -- I'm not sure if that's the
3 same concept. So --

4 MS. HIRAO: So --

5 MR. ALLEN: Do you want me to go?

6 CHAIRPERSON ANDERSON: Well, you --
7 well, I think -- but I think -- who is applying
8 for the license? So then you need to tell us
9 what your -- I mean, we can talk about the space,
10 but I need you to tell us why you are applying
11 for this license and how you plan to use the
12 license.

13 MS. ALVAREZ: Yeah, absolutely. So
14 the license we are applying for is for a dual-
15 concept, ZUMO and Serenata. The reason it's a
16 dual-concept, in the morning it will operate as
17 ZUMO. At -- in the evenings we will operate as
18 Serenata.

19 ZUMO is juice and toast bar. So we
20 will be doing juices, smoothies, acai bowls and
21 toast to serve breakfast through the afternoon.

22 And then in the evening will be a

1 high-end Latin cocktail bar, also serving some
2 snacks.

3 We have 22 seats around our perimeter
4 of our bar, which we operate permanently. No
5 other -- you know, our space, we don't -- our
6 direct space no one else utilizes. We are the
7 only ones that utilize it.

8 We are also applying for the Culinary
9 Emergent Center as well as a sidewalk cafe, which
10 Eden's operates. It's more of -- it goes on the
11 common area of the market and I'm sure Reynolds
12 will -- can explain that a little bit further,
13 but we have full control of, I would say, our
14 permanent space.

15 And then on a reservation basis, we
16 will, for classes and special events, be
17 utilizing the Culinary Emergent Center.

18 CHAIRPERSON ANDERSON: Which is the
19 sidewalk?

20 MS. ALVAREZ: And the sidewalk cafe is
21 also more managed by the landlord.

22 CHAIRPERSON ANDERSON: So but you are

1 also asking -- because when we issue a license,
2 are you applying for -- so do you plan to serve
3 alcohol on the sidewalk cafe or is this -- okay.
4 I can buy my alcohol in your space and then --
5 well, there are common areas, so I can go to the
6 common area as Union Market and sit and drink or
7 I can go in the sidewalk cafe or will you be
8 having your employees, wait staff, will go on the
9 sidewalk cafe to sell or serve alcohol?

10 MS. ALVAREZ: We will not be selling
11 out of the sidewalk cafe. It's more if people
12 can purchase inside and the space is used as a
13 common area, which they can also utilize or
14 potentially utilize the sidewalk cafe and consume
15 their beverages there.

16 CHAIRPERSON ANDERSON: Okay. So
17 therefore whatever license that you are applying
18 for, then it wouldn't -- the sidewalk cafe -- you
19 wouldn't have a sidewalk cafe, because if you --
20 a sidewalk -- at least when we issue a license,
21 so we are going to tell you what the -- we are
22 going to tell you the operation of your business

1 and also the sidewalk cafe.

2 And we are also going to tell you if
3 they are listed on your license, the capacity of
4 the sidewalk cafe. So if the sidewalk cafe is
5 not part of your business, then it should not be
6 a part of your license.

7 If you are not planning to sell or
8 serve on the --

9 MS. ALVAREZ: I guess also the
10 intention was when there are special events being
11 hosted as a landlord, us being to potentially put
12 a satellite bar outside, in which case we will be
13 managing and handling it outside, but that's not,
14 I would say, an ongoing operation. That's a
15 special event basis.

16 But on a regular basis, we will be
17 operating as I mentioned before where we are just
18 occupying our permanent space.

19 CHAIRPERSON ANDERSON: Just another
20 question. So what is on the application? What
21 did you apply for on your application? I don't
22 have the --

1 MS. ALVAREZ: The application is for
2 a CT License with a sidewalk cafe with the
3 occupancy load at 189 for outside, for the
4 sidewalk, and 99 occupancy load for the interior.

5 CHAIRPERSON ANDERSON: And there are
6 some -- and I probably need to get some
7 clarification about the sidewalk cafe, at least
8 from the Agency, because if you are saying that
9 the sidewalk cafe is not going to be permanent--

10 MS. ALVAREZ: Well, the initial
11 intention was to allow patrons to order from
12 Serenata and bring the drinks out to the sidewalk
13 cafe to sit down, enjoy and consume.

14 CHAIRPERSON ANDERSON: Okay. But
15 that's different from what I thought what I just
16 heard. So that's why I'm saying, so yeah.

17 MS. ALVAREZ: Probably --

18 MS. HIRAO: Sorry. Maybe --

19 MS. ALVAREZ: -- miscommunication.

20 MS. HIRAO: -- that is, you know, how
21 it is.

22 MR. ALLEN: To function similar to,

1 similar to the owner and operator of Union Market
2 as well.

3 CHAIRPERSON ANDERSON: Okay.

4 MR. ALLEN: So the idea, the intent is
5 very similar to where you are able to go talk to
6 a business, purchase something, go to the common
7 area seating, either inside or outside, and
8 consume that.

9 CHAIRPERSON ANDERSON: But tell me and
10 I have been to Union Market, but I have not --
11 but do you have -- and there is a sidewalk cafe,
12 right, at Union -- there is an out --

13 MR. ALLEN: Yeah, you can drink
14 outside. I believe it is actually called a
15 summer garden there.

16 CHAIRPERSON ANDERSON: A summer
17 garden. Yeah, I'm sorry, there is a summer
18 garden.

19 MR. ALLEN: But it's the same idea.

20 CHAIRPERSON ANDERSON: But who
21 operates the summer garden?

22 MR. ALLEN: So as far as operating it

1 goes, that summer garden area is common area
2 seating. So it is operated effectively by the
3 landlord, who operates and maintains the common
4 areas of the building.

5 CHAIRPERSON ANDERSON: Right. But
6 that's what I'm saying, that's different,
7 because --

8 MR. ALLEN: Yeah.

9 CHAIRPERSON ANDERSON: -- one
10 establishment does not have -- none of the
11 establishments at Union Market, and you can
12 correct me and I -- because I'm asking questions.
13 I'm not sure.

14 So I'm hoping I'm not asking you
15 questions like I know the answers. I don't know
16 the answer.

17 MR. ALLEN: Okay.

18 CHAIRPERSON ANDERSON: All right. So
19 but none of the -- it doesn't -- none of the
20 licensee in Union Market have a license issued by
21 ABRA to use a summer garden.

22 MR. ALLEN: They do. Their licenses are

1 done so that they can sell from their premises.

2 CHAIRPERSON ANDERSON: Right.

3 MR. ALLEN: And then people leave, go
4 from that premises to the common area seating.
5 And the common area seating is -- also extends
6 out to the sidewalk to include that summer garden
7 area as places where that consumption can occur.

8 CHAIRPERSON ANDERSON: Right. But
9 they don't -- you don't have -- their wait staff
10 doesn't go over there and take orders.

11 MR. ALLEN: That's correct. In most
12 instances, there is an exception to the rule, but
13 what you are talking about is very -- is the
14 exact similar as what is happening in this
15 particular case.

16 There are in instances at Union Market
17 where there are tenants that are larger, full-
18 service restaurant tenants, there is one,
19 actually --

20 CHAIRPERSON ANDERSON: Right.

21 MR. ALLEN: -- at the corner.

22 CHAIRPERSON ANDERSON: Right.

1 MR. ALLEN: And they have their own
2 outdoor seating, which is theirs alone.

3 CHAIRPERSON ANDERSON: Right.

4 MR. ALLEN: And that's not common
5 seating.

6 CHAIRPERSON ANDERSON: Right.

7 MR. ALLEN: So there in that case,
8 their servers go out to that particular area.

9 CHAIRPERSON ANDERSON: Right.

10 MR. ALLEN: But that is its own piece,
11 but everything else is common area seating and
12 just very similar to what is existing.

13 CHAIRPERSON ANDERSON: So therefore,
14 there should be no license requested for that
15 area, because that's not -- because they would be
16 responsible for every -- if they have a license
17 for that area, they would be responsible for
18 everything that goes on over there.

19 So therefore, we would -- at their
20 license -- their license would tell them what
21 time they could operate on the summer garden.

22 MR. ALLEN: Yes.

1 CHAIRPERSON ANDERSON: Or the --

2 MR. ALLEN: Yes, the reason the
3 application was set up in the way that it is here
4 is it was actually done the same way with those
5 businesses as well, that their license would show
6 that their areas of -- they may not be going out
7 and physically selling at the summer garden, but
8 they -- their sales can go out to the summer
9 garden and be consumed in those locations.

10 So we set up this license to mirror
11 what had been done with Union Market --

12 CHAIRPERSON ANDERSON: All right.

13 MR. ALLEN: -- knowing that that was
14 going to -- the way that it had been -- this
15 Board had determined was the best way to handle
16 it.

17 CHAIRPERSON ANDERSON: And I could be
18 wrong, but I don't believe that their -- I don't
19 believe that we should be issuing a license for
20 that area, because it's not under their exclusive
21 control. I could be wrong and I'll make sure
22 that the Agency --

1 MR. ALLEN: Yes, you would know better
2 than I would.

3 CHAIRPERSON ANDERSON: No, not --

4 MR. ALLEN: But I guess if it's not,
5 I guess what we want -- the reason that we
6 include it is we wanted to make sure that it was
7 clear that anything that this business sold could
8 be consumed in that area and that would be
9 permitted. We didn't want to have an issue where
10 that we go on and license it and it was just
11 strictly for this tenant's space and then if
12 someone were to go outside and be told that they
13 could not be consuming a beverage that was from
14 this particular tenant space or what have you.

15 So that's how to explain this, we did
16 Union Market initially, but that it needed to be
17 -- and all these businesses would essentially
18 have a point of sale where the sale would occur.

19 CHAIRPERSON ANDERSON: Right.

20 MR. ALLEN: But their premises where
21 beverages could be consumed would be common areas
22 inside and outside. And so that was what was put

1 into their license and gave the permission that
2 those businesses could have that sale or could
3 have that consumption happening in all those
4 different areas.

5 CHAIRPERSON ANDERSON: Right, yeah.
6 And that's fine. I'm just trying to find out the
7 -- and I'll get clarification and I'll have the
8 Agency speak to you whether or not that summer
9 garden needs to be a part of your license. I
10 think the -- at least as was explained to me, I
11 guess the confusion part was that I wasn't under
12 the impression that the space is your -- was your
13 exclusive space.

14 I thought that the space was that,
15 okay, you can use the space today and then
16 tomorrow another vendor would come into that
17 space and utilize that space. That was the way--
18 at least that's the way --

19 MR. ALLEN: But there is this --
20 should I tell him about the components?

21 MS. ALVAREZ: Yes.

22 MR. ALLEN: I think that's probably

1 where the confusion is there. There is a second
2 piece component to the application, which is a
3 little bit different, where there is -- and if
4 you look in this package here, flip to the second
5 page, which is this here.

6 CHAIRPERSON ANDERSON: Are the pages
7 numbered?

8 MR. ALLEN: Yes. It's page 4. Well,
9 the 4 is not on there, but there is a 5, page 5.

10 CHAIRPERSON ANDERSON: Okay.

11 MR. ALLEN: The layout of the space.

12 CHAIRPERSON ANDERSON: All right.

13 MR. ALLEN: So you will see in the
14 middle, there is the Serenata Bar.

15 CHAIRPERSON ANDERSON: All right.

16 MR. ALLEN: That is the space that
17 Daniella will be operating from. You can see in
18 both the left hand side and on the right hand
19 side. And then you will see an area that is --
20 and all in the middle, in the white area in the
21 middle, that is the common area seating, okay?
22 There is a box that is orange that is called the

1 Culinary Emergent Studio.

2 And so that, I think, is what you are
3 talking about where in the application we have
4 asked that Serenata be able to operate in their
5 space with the typical license, like would be
6 standard. But this space is a space that is
7 meant for programming by all the different
8 tenants and this is within this market. And it
9 is an opportunity then for them to do cooking
10 demonstrations or wine tasting classes or
11 different things like that.

12 And so when we came -- we actually
13 came in and met with Director Moosally several
14 weeks ago and described, you know, how this would
15 work. And so we talked about well, this should
16 just be explained in the application.

17 We talked about you could go through
18 and each time that say Serenata was going to host
19 an event here, they would have to go through
20 requesting a one-day temporary event and that, as
21 we all discussed with the Director Moosally, was
22 going to be a very burdensome process on you guys

1 administratively, ABRA administratively, and
2 seemed unnecessary if we could deal with it
3 within this permitted -- within this license as a
4 permitted use.

5 So the way that this space operates is
6 that there is a schedule and there are license
7 agreements signed with the businesses that say
8 these are the dates that you will be able to use
9 the space. Those things will be updated and
10 expanded as time goes on.

11 But the idea of being rather than
12 needing to have a one-day license this week and
13 ask for one again in two weeks and ask for one
14 again in four weeks and so on, was that by having
15 the license, say that there was -- this license
16 could be applicable to this space when they are
17 hosting a private event in that space, then it
18 would reduce the administrative need to, you
19 know, go back through that process. That was the
20 idea.

21 CHAIRPERSON ANDERSON: Well, who is
22 responsible? Whose license are we talking about?

1 Who is responsible for, it's a shared cooking
2 space, so in this space, who is ultimately
3 responsible? When -- if ABRA was to come in and
4 they are saying I want to speak to the ABC
5 manager or owner, who would be responsible?

6 MS. ALVAREZ: It would be the tenant
7 that reserved the space. The tenant who holds
8 the ABC License, that reserved the use of the
9 space for that day.

10 CHAIRPERSON ANDERSON: So but who is
11 applying for the license? We only have this one
12 person applying for a license.

13 MR. ALLEN: Well, all of these tenants
14 will also be applying for licenses in the same
15 fashion. So you have licenses in front of -- in
16 your system now that are all coming from all of
17 these different businesses as well that operate
18 in the same manner.

19 And what we had done, discussed prior
20 to filing the applications, was all right we can
21 deal with this in that it does not create such a
22 burden, but we do need to make sure that there is

1 -- when Serenata is using this space, it is
2 Serenata's space at that point in time. It is an
3 extension of their premises proactively for that
4 three hour period or that one-day, whatever that
5 point in time is, which will be memorialized in
6 license agreements they sign with us that says
7 this is -- Serenata has the rights to use this
8 space on this date, this date and this date under
9 these terms and conditions.

10 CHAIRPERSON ANDERSON: All right.

11 MS. ALVAREZ: Well, one of the -- I'm
12 sorry. I didn't mean to jump in.

13 CHAIRPERSON ANDERSON: No, go ahead.

14 MS. ALVAREZ: I wanted to clarify
15 something, too. One of the points that we
16 discussed with the Director was how would it be
17 easy for the Investigator to know who is -- which
18 tenant was using the space.

19 CHAIRPERSON ANDERSON: Right.

20 MS. ALVAREZ: And what we are going to
21 present to you is a way for the Investigator to
22 go through the reservation system or calendaring

1 system developed by Eden's to show that X tenant
2 is using the space from 3:00 to 5:00, so they
3 will know that it is that specific tenant that
4 has exclusive control of the special event space.

5 CHAIRPERSON ANDERSON: And that tenant
6 would have applied for a license?

7 MS. ALVAREZ: Yes.

8 MR. ALLEN: So they would have to have
9 had a license similar to the Serenata. All those
10 tenants would have a license of their own. If
11 they were going to do anything related to alcohol
12 in that particular event, then they would have to
13 be licensed and that's something that is also way
14 down in our agreement. They have to have proper
15 licensing for anything like that.

16 CHAIRPERSON ANDERSON: So there --
17 okay. So they are going to rightly have control
18 of the space 3:00 to 6:00. Okay. We have
19 alcohol left over. What are they going to do
20 with it? Are they going to leave --

21 MS. ALVAREZ: It would come back to my
22 space.

1 CHAIRPERSON ANDERSON: -- it in the
2 space?

3 MR. ALLEN: It would go back to their
4 original space that they would be operating from,
5 so back to the Serenata Bar and Serenata would
6 take from their bar to be able to program this
7 particular event, which is 50, 100 feet away from
8 their current space, have the wine tasting or
9 whatever it might be and then come back to their
10 space.

11 But because these spaces are very
12 small, it gives them an opportunity to have a
13 larger event within the larger space.

14 CHAIRPERSON ANDERSON: All right.

15 MEMBER SHORT: Mr. Chair?

16 CHAIRPERSON ANDERSON: Yes, Mr. Short.

17 MEMBER SHORT: The question I have to
18 ask you then is let's say I have an event today
19 and I go to the area where I'm going to be
20 selling alcohol, I carry the alcohol with me,
21 correct?

22 MR. ALLEN: I'm sorry, say that again?

1 MS. ALVAREZ: I'm sorry, I could not
2 hear you.

3 MEMBER SHORT: The alcohol. I'm
4 coming in to rent a space. You rented it
5 yesterday. I'm coming in to that space. You
6 sold alcohol yesterday with your license.

7 MR. ALLEN: Okay.

8 MEMBER SHORT: What do you do with
9 your alcohol when you finish before I get there?

10 MR. ALLEN: The space has to be
11 completely returned with nothing left in it,
12 that's a condition of the agreement with us. It
13 has to be left in broom-swept condition and
14 everything removed.

15 MEMBER SHORT: So when the Investigator
16 comes, nobody is there, he just comes by one
17 evening, there is alcohol there. Who does he
18 charge for having alcohol there? Who is
19 responsible for having leftover alcohol that
20 maybe somebody didn't move?

21 MR. ALLEN: So that would then be
22 whoever was -- had an agreement that was there

1 most previously, did not remove those items. I
2 would say --

3 MEMBER SHORT: Here comes the
4 confusion.

5 MR. ALLEN: What's that?

6 MEMBER SHORT: It's not my alcohol.
7 When I left I took all my alcohol with me. I
8 don't know whose alcohol it is. What does then--
9 how do we control that? I mean, we are trying to
10 help you, so I hope you can give me an answer
11 that will make me, as a Board Member, feel
12 comfortable.

13 Because basically, we don't want the
14 mixing of one business or one license with the
15 other, because then there is no way to check your
16 paperwork about where you bought the alcohol
17 from, how much you bought, which comes to OTR and
18 some other things.

19 So then the control that ABRA normally
20 would have for business, you have to make me feel
21 comfortable that we could entrust that everybody
22 is going to take their alcohol with them when

1 they leave or don't use somebody else's. So if
2 the Investigator comes and then even on the
3 patio, if somebody is out there in the sidewalk
4 cafe, and they are over-serviced, who gets
5 charged?

6 MR. ALLEN: So the answer to your
7 second question, I'll come back to the first
8 one --

9 MEMBER SHORT: Okay. All right.

10 MR. ALLEN: -- the second one --

11 MEMBER SHORT: And I'm sorry for
12 asking you two, a double question.

13 MR. ALLEN: Oh, that's okay.

14 MEMBER SHORT: All right.

15 MR. ALLEN: That's okay. The -- so
16 the answer to your second question was also
17 brought up with Union Market as well and the way
18 that that was handled. So each tenant has
19 different glassware or types of cups which they
20 are actually selling out of, so it's identifiable
21 to a tenant.

22 MEMBER SHORT: That's good with the

1 cups. I'm talking about the bottle of alcohol
2 itself. Let's say I have a bottle of tequila.
3 The other event may not sell tequila when they
4 have their show, but when we come there, we find
5 a bottle of scotch and they say well, we don't
6 actually sell that. We don't know where that
7 came from.

8 How do we designate who then gets
9 penalized for breaking the law? Because what we
10 are trying to do is keep our Investigators from
11 going there.

12 MR. ALLEN: I understand.

13 MEMBER SHORT: And they then have who
14 do they charge? Who do they -- which license is
15 applicable to issues that come up?

16 MR. ALLEN: Right. So your example is
17 is that there is a bottle of tequila on an
18 outdoor table?

19 MEMBER SHORT: Outdoor, no. In the area
20 where the alcohol is being serviced and sold.

21 MR. ALLEN: In the culinary emergent
22 space?

1 MEMBER SHORT: Right.

2 MR. ALLEN: Right. So legally for me,
3 no one is allowed to be utilizing the culinary
4 emergent space unless they have signed this
5 agreement. And so it creates an exclusive period
6 of time that someone has that space.

7 MEMBER SHORT: Does that agreement say
8 all alcohol has to be removed before they -- when
9 they clean the space? I heard you talk about the
10 broom and sweeping and all, but --

11 MR. ALLEN: Everything has to be
12 removed. I can put it in that it also clarifies
13 that.

14 MEMBER SHORT: I think that would make
15 me feel a little more comfortable as a Board
16 Member. That way that person knows when he signs
17 that agreement, that has got to be -- he cannot
18 leave it there. Because he might say well, I'm
19 coming back tomorrow, so I'm not going to take it
20 tonight. I'm just going to just leave it here
21 until I come back.

22 Then he goes out of town and then the

1 alcohol is there and somebody else comes, it's --
2 so to keep the confusion -- and then it might
3 even help that you keep a rein on who is selling
4 what alcohol or whatever. And if they have the
5 invoices, we know who bought what and that's how
6 the Investigators kind of keep a rein on where
7 alcohol is being purchased, how much tax is being
8 paid on it, everything is above level.

9 So every other ABC establishment in
10 town has to do that.

11 MR. ALLEN: Okay. We can make that
12 very specific part of the turnover checklist when
13 the space is turned back over to us, once the
14 tenant is completed with their event. They need
15 to then come through and we need to confirm you
16 put all -- you cleaned it. We don't want, just
17 for our own sake, a mess to have to clean up, so
18 we already have a process going through to say it
19 has been cleaned properly, all the furniture is
20 back in place where it is supposed to be, there
21 is no damages here, so we will include in that
22 checklist that all alcohol has been removed. We

1 can do that.

2 MEMBER SHORT: Sounds good to me.

3 Sounds like we are coming up with a plan that is
4 workable.

5 MR. ALLEN: Okay.

6 MEMBER SHORT: For my vote. So thank
7 you, Mr. Chair.

8 CHAIRPERSON ANDERSON: Yes, Mr. Short.
9 Any other questions by any other Board Members?

10 MEMBER SILVERSTEIN: No.

11 CHAIRPERSON ANDERSON: What else do
12 you want to -- I'm still in LaLa Land, I'll be
13 very honest with you, because I'm going to be
14 honest, so I'm going to depend on the Director
15 and our legal staff to provide me more
16 information about the space. I think there was--
17 I think the major issue is -- that the Agency had
18 was the shared -- that shared cooking space.

19 I think that is the part of it that
20 the confusion is. And I think you need to just
21 again make us comfortable by closely, clearly
22 articulating the space and whatever process to

1 make sure that we know who would be responsible
2 each time the space is -- that space, who is
3 assigned, who is supposed to be -- who is
4 assigned in that space and who is going to be
5 responsible, at least if someone from our Agency
6 shows up. Okay. I mean, that's a part of it
7 that we are concerned about.

8 MR. ALLEN: We can do that. Is that
9 handled through like an addendum to or additional
10 information?

11 MEMBER SILVERSTEIN: Please speak a
12 little louder.

13 MEMBER SHORT: He needs you to speak
14 a little louder.

15 MR. ALLEN: I'm sorry. Is that
16 something we do through providing additional
17 information to then attach to the current
18 application?

19 MS. HIRAO: We can amend our
20 application to add more details about the
21 control --

22 CHAIRPERSON ANDERSON: Yes.

1 MS. HIRAO: -- that the Board was
2 worried about. So we will amend it to add more
3 details and perhaps the language that will be
4 amended in the agreement.

5 MEMBER SHORT: Thank you.

6 CHAIRPERSON ANDERSON: Anything else
7 that you want to add?

8 MR. ALLEN: Nothing. Do you have any
9 other questions?

10 CHAIRPERSON ANDERSON: Mr. --

11 MR. PAREDES: Paredes.

12 CHAIRPERSON ANDERSON: -- now how did
13 you know it was you I'm trying to talk to?

14 (Laughing)

15 CHAIRPERSON ANDERSON: No, I'm saying,
16 you know, I went through such a long time to get
17 your name and you said nothing through the
18 hearing and so that's why I was going to say is
19 there something that you wanted to say, just to
20 give you an opportunity.

21 MR. PAREDES: No, it's -- first of all,
22 it's an honor to be here in this hearing and that

1 we will add all the sufficient procedures for the
2 -- we never mentioned from A to Z to make sure
3 that the usage for across the whole program and
4 most importantly make sure that nothing stays
5 behind. And it's a closed circle operation in
6 terms of the ABC Members what you are requiring
7 is done. So we are going to work on that
8 diligently.

9 CHAIRPERSON ANDERSON: All right.
10 Thank you very much for your presentation. If we
11 have any further questions through the Director
12 or our legal staff, we will get that information
13 and we will take this matter under advisement.
14 Okay. Thank you very much.

15 MR. ALLEN: Thank you.

16 MR. PAREDES: Thank you.

17 MS. HIRAO: Thank you, Mr. Chair.

18 MS. ALVAREZ: Thank you.

19 CHAIRPERSON ANDERSON: Have a great
20 day.

21 (Whereupon, the Fact-Finding Hearing
22 was concluded at 2:12 p.m.)

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In the matter of: Serenata

Before: DCABRA

Date: 07-10-19

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