



**ALSO PRESENT:**

**RICHARD BIANCO, Attorney for Co-owner**

**ANDREW KLINE, Attorney for Licensee**

**AMY SCHMIDT, OAG**

**GABRIELE TRIPODO, Licensee**

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

2 10:33 a.m.

3 CHAIRPERSON ANDERSON: The next case  
4 on our calendar is Case No. 17-CMP-00464, Union  
5 Liquors, License No. 79922.

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

8 MS. SCHMIDT: Good morning. Amy  
9 Schmidt, Assistant Attorney General on behalf of  
10 the District of Columbia.

11 CHAIRPERSON ANDERSON: Good morning,  
12 Ms. Schmidt.

13 MR. KLINE: Good morning. Andrew  
14 Kline on behalf of the Licensee.

15 CHAIRPERSON ANDERSON: Good morning,  
16 Mr. Kline.

17 MR. TRIPODO: Good morning. My name  
18 is Gabriele Tripodo.

19 CHAIRPERSON ANDERSON: Good morning,  
20 Mr. Tripodo. All right. Are there any  
21 preliminary matters in this case?

22 MS. SCHMIDT: Yes, there is.

1                   CHAIRPERSON ANDERSON: And what is  
2 that?

3                   MS. SCHMIDT: There is an Offer in  
4 Compromise which the Government would like to  
5 present to the Board. And the Offer in  
6 Compromise is as follows:

7                   For Charge 1, the respondent shall pay  
8 a \$2,000 fine for the violation for \$2,000. I'm  
9 sorry.

10                  For Charge 2, the respondent shall pay  
11 a \$2,000 fine.

12                  And for Charge 3, the respondent shall  
13 pay a \$2,000 fine.

14                  And in sum, that there will be a total  
15 fine of \$6,000 to be paid within 10 days and if  
16 not paid within 10 days, the license will be  
17 suspended until it is paid.

18                  In addition, there are some -- also  
19 some matters that are part of the Offer in  
20 Compromise.

21                  And the first one is an application to  
22 transfer the license to a new unrelated-owner

1 shall be filed by no later than 30 days from the  
2 date of this order, from the date of the order.

3 The Board shall cancel the license if  
4 the transfer application is not filed within 30  
5 days from the date of the order of the Board.

6 The Board shall not approve or issue  
7 a transfer to new owner until all outstanding  
8 fines are paid.

9 The Board may cancel the license if  
10 written proof of settlement on the sale of the  
11 business is not submitted to the Board within 10  
12 days of the approval of the transfer by the  
13 Board.

14 And Gabriele Tripodo shall not be  
15 involved in any new business operating at this  
16 location, which is 1337 -- 1537 Good Hope Road,  
17 S.E., and he shall not be permitted to apply for  
18 a new license at this location or for any ABC  
19 License for a period of five years.

20 CHAIRPERSON ANDERSON: That's the --

21 MS. SCHMIDT: That is the Offer in  
22 Compromise.

1                   CHAIRPERSON ANDERSON: All right. Mr.  
2 Kline, it's my understanding that there is an  
3 Offer in Compromise and that I will read it, but  
4 if this -- are you -- on behalf of your client,  
5 are you in agreement with this Offer in  
6 Compromise?

7                   MR. KLINE: Yes, we are in agreement  
8 and I should have pointed out that also present  
9 today in the audience is Richard Bianco, who  
10 represents the co-owner of the Licensee, so he is  
11 here and there are two owners of this store.

12                   And, yes, on behalf of the Licensee,  
13 we do accept the Offer in Compromise and when  
14 appropriate would like to be heard briefly  
15 concerning its merits.

16                   CHAIRPERSON ANDERSON: Who is the --  
17 you stated -- well, why doesn't Mr. Bianco come  
18 forward? And the reason why I said that is  
19 because you stated that he represented the co-  
20 owner, so I'll find out who his client is.

21                   MR. BIANCO: Good morning, Members of  
22 the Board. Richard Bianco. I am -- represent

1 the minority shareholder and the corporation is  
2 the Licensee. The minority shareholder is an  
3 individual. It's not a party to this case. We  
4 are not seeking to make any party to the case.

5 MEMBER SILVERSTEIN: Please, speak  
6 into the mike, Richard.

7 MR. BIANCO: Sure. The minority  
8 shareholder --

9 CHAIRPERSON ANDERSON: I'm just trying  
10 to find out who your client is. And the reason  
11 why I'm asking is because it came up and you are  
12 here, so I'm just trying to find out who your  
13 client is so we will know moving forward.

14 MR. BIANCO: Very well.

15 CHAIRPERSON ANDERSON: That's all.

16 MR. BIANCO: My client is a minority  
17 shareholder in the corporation that is the  
18 Licensee. As an individual, he is not seeking  
19 party status, at this point. I do represent him  
20 both in the course of the sale of the business as  
21 well as making sure the corporate procedures were  
22 followed in acceptance of the OIC. So --

1 CHAIRPERSON ANDERSON: All right.

2 What is it --

3 MR. BIANCO: -- not anything to the  
4 Board.

5 CHAIRPERSON ANDERSON: -- what is the  
6 name of the corporation that -- so and I guess  
7 maybe just for my clarification --

8 MR. BIANCO: Uh-huh.

9 CHAIRPERSON ANDERSON: What is the  
10 name of the entity that represents this -- that  
11 owns this business?

12 MR. KLINE: Trabra, Inc.

13 CHAIRPERSON ANDERSON: Trabra, Inc.

14 And Mr. Tripodo is?

15 MR. KLINE: Mr. Tripodo is a 51  
16 percent shareholder.

17 CHAIRPERSON ANDERSON: 51 percent  
18 shareholder.

19 MEMBER ALBERTI: And can I ask?

20 CHAIRPERSON ANDERSON: Go ahead, Mr.  
21 Alberti.

22 MEMBER ALBERTI: Just to make it very



1 clear, what is the name of the 49 percent  
2 shareholder, please, for the record?

3 MR. BIANCO: Abermson Abraha, A-B-R-A-  
4 H-A.

5 MEMBER ALBERTI: Okay. Thank you.  
6 That wasn't so hard, was it?

7 MR. BIANCO: I don't know what it was.

8 CHAIRPERSON ANDERSON: All right.

9 MEMBER ALBERTI: Can I ask, just  
10 before we -- since I am speaking, can I ask about  
11 when you talked about the settlement being -- the  
12 settlement of the sales being within 10 days, am  
13 I to understand that the sale will be -- the sale  
14 of the business will have to have been completed  
15 in 10 days?

16 MR. KLINE: No, sir. The application  
17 for transfer must be filed within 30 days.  
18 Within 10 days of the settlement on the sale of  
19 the business, we must notify the Board that the  
20 settlement is taking place and at that point, the  
21 license transfer will be finalized.

22 MEMBER ALBERTI: So it's within 10

1 days of the sale?

2 MR. KLINE: Yeah, correct.

3 CHAIRPERSON ANDERSON: That's what it  
4 says here.

5 MEMBER ALBERTI: Not within 10 days of  
6 the order.

7 CHAIRPERSON ANDERSON: It's 10 days.

8 MR. KLINE: Correct.

9 MEMBER ALBERTI: Okay. I just wanted  
10 to understand that.

11 CHAIRPERSON ANDERSON: Yeah, that's  
12 what the --

13 MEMBER ALBERTI: I know, but that's  
14 not -- I just --

15 MR. KLINE: Sure.

16 MEMBER ALBERTI: -- it wasn't clear  
17 from what -- well, to me it wasn't clear.

18 CHAIRPERSON ANDERSON: Right. All  
19 right.

20 MEMBER ALBERTI: Very good. Thank  
21 you.

22 CHAIRPERSON ANDERSON: All right. So

1 I was asking you, Mr. Kline, do you wish to -- do  
2 you want to elaborate now or should I vote on it  
3 and you elaborate? So which one?

4 MR. KLINE: I would much rather  
5 elaborate before you vote.

6 CHAIRPERSON ANDERSON: All right. So  
7 what -- just go ahead, sir.

8 MR. KLINE: And just a couple of  
9 points. First of all, Mr. Tripodo regrets this  
10 incident very deeply. And we concede that there  
11 may not be a set of facts that the Board might  
12 find more offensive than the facts here. I mean,  
13 we understand the seriousness of the situation.

14 Mr. Tripodo understands the criminal  
15 proceeding. The Offer in Compromise represents,  
16 as it always does, a compromise notwithstanding  
17 the seriousness of the facts, there are a whole  
18 lot of legal issues with the charges that have  
19 been brought, which we, obviously, will not get  
20 into today, as this is an Offer in Compromise.

21 But I just want to remind the Board  
22 that this is a compromise and we think it

1 achieves the ends that the Board would desire in  
2 that the ultimate penalty here would be  
3 revocation and this is essentially the same thing  
4 inasmuch as this gentleman will be out of the  
5 business and he is agreeing to the exact sanction  
6 that a revocation provides in that he will not  
7 apply for or be eligible for a license for a  
8 period of five years, which is exactly the effect  
9 of a revocation.

10           So this is expedient. It's  
11 administratively efficient. It accomplishes the  
12 same end, in our view, that a revocation would  
13 accomplish, but does so in a more orderly fashion  
14 and also allows the parties to try to recoup some  
15 of their investment, which is not really the  
16 Board's concern and I'm not suggesting that it  
17 is.

18           But I mean, that is another side benefit  
19 inasmuch as we do have an innocent 49 percent  
20 shareholder of the corporation.

21           CHAIRPERSON ANDERSON: Thank you, Mr.  
22 Kline.

1 MEMBER ALBERTI: May I?

2 CHAIRPERSON ANDERSON: Yes, Mr.

3 Alberti?

4 MEMBER ALBERTI: So if I'm  
5 understanding this Offer in Compromise correctly,  
6 there is nothing in it that would prevent Mr.  
7 Tripodo from being involved with a business, as  
8 an employee, as a consultant, anything like that?  
9 Is that correct?

10 MR. KLINE: Oh, no, that's not  
11 correct. The Offer in Compromise and it is  
12 written, I don't know if you have it before you?

13 CHAIRPERSON ANDERSON: Yes, I do.

14 MR. KLINE: But the Offer in  
15 Compromise states that he will not have any  
16 involvement in the store. We do have an arm's  
17 length contract to sell the store to a third-  
18 party unrelated to Mr. Tripodo and we expect to  
19 close that transaction

20 MEMBER ALBERTI: Okay. Very good.  
21 That wasn't made clear.

22 MR. KLINE: Well, if there is any

1 confusion about that, I mean, we are happy to put  
2 that on the record.

3 MEMBER ALBERTI: All right. All  
4 right. I mean, all right. It may be written in  
5 an order you have seen, but it wasn't conveyed to  
6 us.

7 MEMBER ALBERTI: Understood,  
8 understood.

9 MEMBER ALBERTI: Thank you for that.

10 CHAIRPERSON ANDERSON: Any other  
11 questions by any other Board Members?

12 MEMBER SHORT: I just have --

13 CHAIRPERSON ANDERSON: Yes, Mr. Short?

14 MEMBER SHORT: -- a question of Mr.  
15 Bianco. Now the 49 percent minority owner, is  
16 that -- he will still be operating the business.  
17 Is that correct?

18 MR. BIANCO: He is operating the  
19 business right now, but the business as a whole  
20 not just Mr. Tripodo's interest is being sold.  
21 So my client will be out of the Union Liquor  
22 store business as well.

1                   MEMBER SHORT: Okay. Well, I guess  
2 what I'm asking is will this help correct some of  
3 the issues that cause us to be here today because  
4 of this?

5                   MR. BIANCO: Well --

6                   MEMBER SHORT: The business model.  
7 Will the business model change?

8                   MR. BIANCO: Speaking only on behalf  
9 of my client and the issues that caused us to be  
10 here today, didn't have anything to do with the  
11 operation of this particular store.

12                  MEMBER SHORT: All right.

13                  MR. BIANCO: Off-premises at a  
14 different location involving a different business  
15 altogether, so I don't know that the operations  
16 of this particular establishment are at issue  
17 before the Board in any respect.

18                  MEMBER SHORT: Okay. Just wanted to  
19 ask the question. Thank you, Mr. Chair.

20                  CHAIRPERSON ANDERSON: Thank you, Mr.  
21 Short. Any other questions by any other Board  
22 Member? All right.

1           Hearing none, I then make an offer --  
2           I'm sorry. I make a motion that the Offer in  
3           Compromise be accepted. For Charge 1, there is a  
4           fine of \$2,000 payable. For Charge 2, a fine of  
5           \$2,000. For Charge 3, a fine of \$2,000 that in  
6           sum the total fine of the amount of \$6,000 be  
7           paid no later than 10 days from this order.

8           Failure to submit the amount within  
9           the time specified will result in a suspension of  
10          the license until the amount is paid. That  
11          further an application to transfer the license to  
12          a new unrelated owner shall be filed no later  
13          than 30 days from the date of this order. That  
14          the Board shall cancel the license if a transfer  
15          application is not filed within 30 days from the  
16          date of the order. And that the Board shall not  
17          approve or issue a transfer to a new owner until  
18          all outstanding fines have been paid.

19          That the Board may cancel the license  
20          if written proof of settlement on sale of the  
21          business is not submitted to the Board within 10  
22          days. 10 days after the approval of the transfer



1 and that Mr. Gabriele Tripodo shall not be  
2 involved in any new business operating at this  
3 location.

4 Mr. Tripodo shall not be permitted to  
5 apply for a new license at this location. Mr.  
6 Tripodo shall not apply for an ABC License for a  
7 period of five years. Is there a second?

8 MEMBER SHORT: Second.

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

11 All those in favor say?

12 ALL: Aye.

13 CHAIRPERSON ANDERSON: All those  
14 opposed? The matter passes 7-0-0.

15 The Board will issue a Board Order and  
16 so therefore, this order or this action will be  
17 in effect as of the issuance of the Board Order.

18 Again, I know that this is not an  
19 issue that both parties want to be here for. I  
20 commend the parties from coming up to -- I'm  
21 sorry, from -- in agreeing to an Offer in  
22 Compromise. I know that both sides are not

1 happy, but as stated it's in the best interest of  
2 the -- of both parties. And the Board commends  
3 both sides for doing this matter.

4 MR. KLINE: Thank you.

5 MR. BIANCO: Thank you very much.

6 CHAIRPERSON ANDERSON: Thank you. All  
7 right.

8 (Whereupon, the Show Cause (Status)

9 Hearing was concluded at 10:45 a.m.)

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This is to certify that the foregoing transcript

In the matter of: Trabra, Inc.

Before: DC ABRA

Date: 01-24-18

Place: Washington, DC

was duly recorded and accurately transcribed under  
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