

September 12, 2018

9200 Basil Court
Largo, MD 20774

THE BOARD OF LICENSE COMMISSIONERS MET IN REGULAR SESSION:

PRESENT:

Armando Camacho, Vice Chairman
Ken Miles, Commissioner
ShaRon M. Grayson Kelsey, Commissioner
Benjamin Rupert, Esquire, Counsel
Terence Shepherd, Director
Robert Clerk, Chief Liquor Inspector
Cristian Mendoza, Deputy Chief Liquor Inspector
Derrick Anthony, Deputy Chief Liquor Inspector
Kelly Markomanolakis, Administrative Assistant
Nikole Bennett, Administrative Aide
Katrice James, Administrative Aide

Time: 7:05 p.m.

In the matter of **t/a Hanabi Japanese Grill & Bar**, Class BLX, Beer, Wine and Liquor, Hanabi Japanese Grill & Bar, Inc., 15814 – C Crain Highway, Brandywine, 20613 – Request for a Special Entertainment Permit.

Jimmy Kim stated that he is the manager; that he is a resident of McLean, Virginia; that he doesn't want an attorney; that he understands he can have one; that he wants to proceed without one; that he is here to apply for a Special Entertainment Permit.

Corporal Cicale stated that she is a Corporal with the Prince George's County Police Department; that she met with Mr. Kim three weeks ago to go over the security plan and application; that they walked the property; that they discussed having a DJ and karaoke; that it is a very large property; that the point is to enhance the dining experience solely not to turn it into a night club.

Jimmy Kim stated that he wants to use his permit on Monday nights until 2:00 a.m.; that the restaurant closes at midnight, but they may stay open later for guests; that they may add Saturday, but he's not sure; that the hours for Monday night are 8:00 p.m. to 2:00 a.m.; that they chose to extend the hours to accommodate customers possibly being there past normal closing time; that he would like to change the application to add these hours.

Ms. Kelsey moved to amend the application for the change in hours, seconded by Mr. Miles and made unanimous by Mr. Camacho.

Jimmy Kim stated that he only plans to have events on Monday, hopefully; that maybe they will have karaoke on Super Bowl Sunday; that he understands he must request for any other changes or events.

Corporal Cicale stated that she will amend the security plan to reflect the change in hours; that Mr. Kim must notify her office of hours, days, or security changes; that he does have a part time officer there on Mondays; that it is the only place in the area that has a Special Entertainment Permit, other than DeSoul.

Ms. Kelsey moved to approve the Special Entertainment Permit application, seconded by Mr. Miles and made unanimous by Mr. Camacho.

In the matter of **t/a Best Western Plus/Hotel Largo**, Class BH, Beer Wine and Liquor, majority stockholder request to voluntarily surrender the alcoholic beverage license

Jigar Mehta is represented by Timothy Maloney, Esquire.

Donnell Long is represented by Jason DeLoach, Esquire.

Jason DeLoach requested on behalf of his client that the hearing be postponed as the trial has not taken place yet.

Timothy Maloney requested on behalf of his client that the Board move forward; that the two are different cases; that the trial is a lease agreement case; that his client simply wants to surrender the license.

Jason DeLoach reaffirmed that they would like to postpone the hearing; that this is a lease issue; that they do have bearing on each other.

Ms. Kelsey moved to move forward with the hearing, seconded by Mr. Miles and made unanimous by Mr. Camacho.

Jigar Mehta stated that he is 75% owner; that under the operating agreement he is the sole managing member of SC Management; that he is the only one who can manage their affairs and business, speak and act for the company; that he is the sole person with authority to act; that he is the only person who can buy, sell or trade; that he has control of the liquor license; that Mr. Long has no authority with the operating agreement; that February 22, 2018 he decided to surrender the license; that he attempted to return it and the Board did not accept it; that in May he appeared with counsel and the Board, again, did not accept the license; that on May 31st the license was to expire; that he did not renew, but someone else did; he did not know about the renewal; that the request to surrender the license was still processing when it was renewed; that his attorney came to the Administrative session on June 26th where they were going to discuss the situation; that the hearing was closed, but it shouldn't have been; that he expected it to be resolved then, but it wasn't; that he tried numerous times to discuss it with Mr. Amet and Mr. Long to make it work and they wouldn't; that he offered to run part of the business or the liquor license and was told no; that Mr. Amet is why he joined; that they won't work together; that they have fallen behind on a liquor license previously; that he has too much faith in people; that he requested the books and records of the restaurant and was denied; that the operating agreement allows him to; that he was denied liquor receipts and documents; that the documents he did receive were duplicates, scattered and missing information; that he has liability to the Comptroller and the Board; that he was warned about wrongdoing happening; that he got in touch with the Chief Auditor about what to do; that he can't be responsible without seeing the books and verifying the accuracy; that if the Board won't take the license that he requests they indemnify him, to not fault him; that he is concerned that OTI has not followed their duty; that in August the eviction hearing was continued because of Mr. Long having a supposed illness; that he was at the restaurant the weekend before and was seen a few days later also; that he was there later explaining to employees why they hadn't been paid yet; that the new hearing is scheduled for December 12th; that he wants to surrender the license regardless of the outcome there; that he wants to be done with this; that he can't continue to work with Mr. Long; that he is unsure and has no proof things are done properly; that Mr. Long does not pay his bills or employees; that he won't show his books; that it is a problem; that his partner said some negative things about him and that's what

started this; that he did not make allegations that weren't told to him by his partner; that he chose to act; that there was an incident with the bathroom at the establishment being closed for 3-4 hours for it to be cleaned; that the bathroom was closed for the hotel opening the next day; that it happened during the daytime; that it was only closed until 6 or 7 p.m.; that he wanted to make sure the bathrooms were clean and wiped down with chlorine; that he reopened the bathrooms after speaking to Mr. Amet and his attorney; that he has no plans for the space if Mr. Long leaves; that he doesn't want to be on a liquor license; that he will do what his brand says; that Comfort Inn doesn't have restaurants typically; that he got special permission to have a restaurant; that he may leave it as a breakfast space; that if he is able to make revenue with it he will; that he was a Best Western previously; that he was not a government subsidiary; that he did partner with the government during the housing crisis; that he had an opportunity to have additional business; that he also sold to other guests as well; that he just wanted to make more money; that the restaurant is supposed to provide breakfast to the hotel; that the tenant was supposed to make payments for bills and didn't; that he had requested to take over management and Mr. Long denied him; that payments didn't come on time; that he just wants to make money, that's his goal; that he's a business man and can't make money this way; that he's tried to work with them and the numbers they reported to him; that the numbers seemed low and he asked employee's about the business; that if they were behind because they weren't doing business he would work with them; that they were behind on rent payments and he asked that they at least make a good faith payment of \$50,000; that they wouldn't do that; that he requested that they make renovations as proposed in lieu of payments and the work was never done; that Mr. Long won't admit he owes money; that he does have a lease agreement with Mr. Long, but that's not why he wants to surrender the liquor license; that he has no desire to have anything to do with anyone involved; that he doesn't know what a transfer of the license is or if he'd want to do one; that he is a libertarian and wants nothing to do with the government; that he doesn't want to work with anyone who doesn't pay their bills; that the Comptroller holds SC Management responsible, it's on him if they don't pay; that the Chief Auditors office told him they will be audited; that they recommended he do this; that he has received a penalty for late payments on taxes; that the license got renewed because he paid the taxes; that he is liable if things don't add up, he could go to jail; that Mr. Long refused to sign a managing agreement; that Linda Carter did the original documents; that he thought he was protected by them if Mr. Long didn't do right; that he was told he has control if he felt Mr. Long wasn't doing right; that beyond not following liquor laws he's not showing the books to prove he is doing the right thing; that Mr. Long's partner told him he was doing wrong; that he has children to consider; that his three children could suffer because of this; that the management agreement was never signed by Mr. Long; that the Comptroller assessed a penalty; that the reporting was late and the payment was late; that Mr. Long is the reason both were late; that the notice came to him and he paid the penalty; that he understands if there are delinquencies he's responsible; that the base rent is \$5000.00; that Mr. Long is also supposed to pay a portion of his revenue; that he won't provide the books for the information on the revenue; that Mr. Long was behind 7-8 months at one point and then caught up; that he hasn't been paid the additional amounts; that he told his concerns to Mr. Amet and how it doesn't make sense, something isn't right; that Mr. Amet's response was "everyone does it".

Parvez Amet stated that he is a resident of Silver Springs; that he is Donnell's business partner; that he has been at this location since 2015 when it opened; that he has been in the business 15

years; that he has been on both sides of tenant/landlord issues and is experienced and familiar with them; that Mr. Mehta was very cordial at the beginning and now he is hostile; that Mr. Mehta tried to renegotiate the lease; that he said he wasn't making money; that he needed to make more; that he doesn't recall ever seriously criticizing Mr. Long; that without the license they would go out of business; that he served as a go between in some texts for Mr. Long and Mr. Mehta; that they have discussed breakfast and rent; that they caught up on all of that; that they also talked about the liquor taxes; that they are also caught up on that; that he never received invoices and letters about late taxes; that they go to Mr. Mehta; that it takes a while for Mr. Mehta to get them to him; that he is not in a position to give out the reports; that he has seen the books and reports.

Donnell Long stated that he is a resident of Upper Marlboro; that he has been in business for 25 years; that he has several businesses under OTI; that he has significant liquor business experience; that he got this license with SC Management; that in 2015 he signed in a 15 year lease with Mr. Mehta; that Mr. Mehta tried several times to get him to renegotiate the lease; that he wants to make money; that he didn't have heat or AC for several months; that he didn't pay rent during these months and Mr. Mehta agreed to it; that in 2017 Mr. Mehta said he missed payments for those months so he paid it all; that in 2016 Mr. Mehta requested he resign so that he could make more money; that Mr. Mehta applied more pressure; that Mr. Mehta held a full staff meeting in the middle of his restaurant in the middle of the day; that he closed the bathrooms on him; that Mr. Mehta hassled his employees and told his own employees not to talk to him; that he wanted to transfer the license and that and the rent was the original problem; that he wanted a new license and Mr. Mehta wasn't happy when they renewed; that his license application was never denied, but he withdrew it because of the issues and knew Mr. Mehta would not sign the landlord portion; that they paid their taxes monthly; that if they hadn't been paid he wouldn't have been able to renew the license; that they pay the taxes to Mr. Mehta for him to pay quarterly; that he believed Mr. Mehta was cordial in the beginning; that he doesn't remember signing unilateral control to Mr. Mehta and that includes the ability to surrender the liquor license; that he signed a management agreement; that the management agreement gives him authority over the liquor license; that he doesn't have the agreement with him; that he believed had protection with the agreement he signed; that he has had no violations in Largo; that he has not received any documents about an investigation against him; that he was told by Tammy Washington in the Comptroller's office that Mr. Mehta had made veiled threats to not allow the renewal of the license; that he would be open to another business partner being on the license without Mr. Mehta at the same location; that he has not had this issue before except at Stone Fish; that Stone Fish was a legal issue so he believes this is as well; that is why he wants to wait for a court hearing; that he only cares about running his restaurant and being the best restaurant in the county; that with the bathroom issues Mr. Mehta locked the doors refusing access to the hotel bathrooms to guests and employees; that he wouldn't allow them to rent a room for guests to use either; that Mr. Mehta took the liquor license off the wall in the restaurant when it was closed and tried to surrender it; that Mr. Mehta told him he owned it; that Mr. Mehta also took the liquor license from his office drawer; that Mr. Mehta tried to sue him for breach of liquor laws and get a restraining order against him; that he was denied the restraining order; that the record speaks for itself; that it is a smear campaign against him; that he is trying to use the courts and the Liquor Board to force him out; that he tried to apply for a license on his own; that to renew the license the taxes had to be paid and knew the issues going on with Mr. Mehta; that

once he applied he found out he would need the landlord to sign off and give permission for the liquor license; that he withdrew the license knowing Mr. Mehta wouldn't sign off on it; that the taxes had been paid at this point so he could renew the license; that he had to have Mr. Mehta satisfy the tax issues to renew; that the issues are both ways; that he did receive an invoice for breakfast bills unpaid; that he also received invoices for late payments and utilities from some months of 2017; that he knew they had the disagreement about the payments but was unsure of the exact months; that late/unpaid rent was from the previous issues with AC and heat; that Mr. Mehta should have given advance notice with issues with the bathrooms and other things; that the management agreement is not on file; that there was a previous issue with a hotel employee and her son with him; that she was a laundry worker and afterwards he was told not to have contact with the employees; that for SC Management he is a 25% owner and Mr. Mehta is a 75% owner, but that OTI governs the liquor license 100%; that they are disputing the invoices in court; that there is a procedure for breakfasts and payments to follow and it's not being followed on Mr. Mehta's end either; that the utilities are part of the Circuit Court suit; that he doesn't believe he owes money; that the hotel keeps changing brands; that he is denying the claims in the suit and has put forth counter claims; that he also is supposed to be being paid for catering events, but hasn't and is suing for \$500,000 for money owed from those events. The Board accepted testimony and evidence regarding this matter and indicated that they will be placing this matter under advisement. That the record will remain open for 30 days to allow additional information to be filed. This matter will be continued to October 23, 2018.

Respectfully Submitted,

Nikole Bennett
Administrative Aide

Adjourned 9:22 p.m.