

RECEIVED

May 31 2023

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

Appeal from the
ADMINISTRATIVE LAW COURT
The Honorable Shirley C. Robinson, Administrative Law Judge

Appellate Case No. 2020-000837
Case No. 19-ALJ-17-0001-CC

Eighteen Ink, LLC, d/b/a Group Therapy Respondent

v.

South Carolina Department of Revenue Respondent

and

Thomas R. Gottshall, April C. Lucas, and Michael Drennan Intervenors/Appellants

APPENDIX TO THE RECORD ON APPEAL

John R. Alphin (Bar No. 72583)
Bakari T. Sellers (Bar No. 79714)
Matthew B. Robins (Bar No. 103685)
Strom Law Firm, LLC
6923 N. Trenholm Road, Suite 200
Columbia, SC 29206
(803) 252-4800
JAlphin@stromlaw.com
BSellers@stromlaw.com
MRobins@stromlaw.com

Whitney B. Harrison (Bar No. 100111)
McGowan, Hood, Felder, & Phillips, LLC
1517 Hampton Street
Columbia, SC 29201
(803) 779-0100

Attorneys for Respondent Eighteen Ink, LLC

Patrick A. McCabe, Esq.
Counsel for Litigation
Jason P. Luther, Esq.
Chief Legal Officer
P.O. Box 12265
Columbia, SC 29211
(803) 898-5056

Attorneys for SCDOR

Richard A. Harpootlian, Esq.
Christopher P. Kenney, Esq.
Richard A. Harpootlian, P.A.
1410 Lauren Street
P.O. Box 1090
Columbia, SC 29202
(803) 252-4848

Attorneys for Intervenors, Appellants

INDEX

Appendix to the Record on Appeal

Court of Appeals Orders

May 30, 2023 Order granting Respondent Eighteen Ink, LLC’s Motion for Judicial Notice and to Supplement the Record on Appeal. 1

Appellate Motions

Respondent Eighteen Ink, LLC’s May 15, 2023 Motion for Judicial Notice and to Supplement the Record on Appeal. 3

Supplemental Documents

August 13, 2021 Consent Motion for Issuance of Permit and License with Restrictions. 7

September 21, 2021 Final Order—Eighteen Ink, LLC, d/b/a Group Therapy v. South Carolina Department of Revenue, Docket number 21-ALJ-17-0055-CC. 18

Group Therapy’s 2020-2022 On Premises Beer & Wine Permit and Business Liquor by the Drink License. 23

Group Therapy’s 2022-2024 On Premises Beer & Wine Permit and Business Liquor by the Drink License. 24

The South Carolina Court of Appeals

Eighteen Ink, LLC d/b/a Group Therapy, Respondent,

v.

South Carolina Department of Revenue, Respondent,

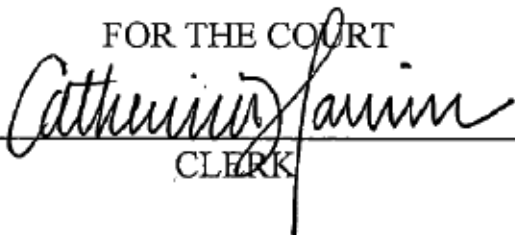
and

Thomas R. Gottshall, April C. Lucas, and Michael
Drennan, Intervenors, Appellants.

Appellate Case No. 2020-000837

ORDER

Respondent Eighteen Ink, LLC filed a motion for judicial notice and to supplement the record on appeal. No return was filed. The motion for judicial notice and to supplement the record on appeal is granted.

FOR THE COURT
BY 
CLERK

Columbia, South Carolina

cc:
Richard A. Harpootlian, Esquire
Patrick Alan McCabe, Esquire
Bakari T. Sellers, Esquire
John R. Alphin, Esquire

FILED
May 30 2023

Matthew B. Robins, Esquire
Jason Phillip Luther, Esquire
Christopher P Kenney, Esquire
Whitney Boykin Harrison, Esquire

FILED
May 30 2023

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

Appeal from the
ADMINISTRATIVE LAW COURT
The Honorable Shirley C. Robinson, Administrative Law Judge

Appellate Case No. 2020-000837
Case No. 19-ALJ-17-0001-CC

Eighteen Ink, LLC, d/b/a Group Therapy Respondent

v.

South Carolina Department of Revenue Respondent

and

Thomas R. Gottshall, April C. Lucas, and Michael Drennan Intervenors/Appellants

**Respondent Eighteen Ink, LLC’S Motion
for Judicial Notice and to Supplement the Record on Appeal**

John R. Alphin (Bar No. 72583)
Bakari T. Sellers (Bar No. 79714)
Matthew B. Robins (Bar No. 103685)
Strom Law Firm, LLC
6923 N. Trenholm Road, Suite 200
Columbia, SC 29206
(803) 252-4800
JAlphin@stromlaw.com
BSellers@stromlaw.com
MRobins@stromlaw.com

Whitney B. Harrison (Bar No. 100111)
McGowan, Hood, Felder, & Phillips, LLC
1517 Hampton Street
Columbia, SC 29201
(803) 779-0100

Attorneys for Respondent Eighteen Ink, LLC

Respondent Eighteen Ink, LLC (“Group Therapy”) requests this Court take judicial notice of the Administrative Law Court’s (“the ALC”) filings related to Group Therapy’s license status for the 2020-2022 licensing period, as well as the 2022-2024 period. *See* Rule 201(f), SCRE (“Judicial notice may be taken at *any stage* of the proceeding.” (emphasis added)). Additionally, for purposes of preserving the record and general best practices, Group Therapy requests the Court also supplement the Record on Appeal with these materials pursuant to Rules 212(b) and 240 of the South Carolina Appellate Court Rules.

Since the filing of briefs in this matter, three key filings have occurred in the ALC surrounding Group Therapy’s licenses. First, the Department of Revenue, Intervenors, and Respondent Group Therapy reached an agreement on Group Therapy’s 2020-2022 license—thereby, agreeing Group Therapy should be allowed to continue to operate. Together, they jointly filed a consent motion for issuance of Group Therapy’s permit and license with agreed upon restrictions. *See Exhibit A*, August 13, 2021 Consent Motion for Issuance of Permit and License with Restrictions. Second, in response to this consent motion, the ALC issued a final order, which allowed Group Therapy to sell alcohol for the 2020-2022 period. *See Exhibit B*, September 21, 2021 Final Order—*Eighteen Ink, LLC, d/b/a Group Therapy v. South Carolina Department of Revenue*, Docket number 21-ALJ-17-0055-CC; *see also Exhibit C*, Group Therapy’s 2020-2022 On Premises Beer & Wine Permit and Business Liquor by the Drink License. Third, on August 22, 2022, the Department of Revenue issued Group Therapy a 2022-2024 permit and license. *See Exhibit D*, Group Therapy’s 2022-2024 On Premises Beer & Wine Permit and Business Liquor by the Drink License. Notably, this permit and license were issued without protest. *Id.*

When taken together, these filings demonstrate that Group Therapy has been issued two distinct licenses. One by consent of the Department of Revenue and all of the Intervenors in this

present matter, and subsequently issued another one without protest. (See Exhibit A, pg. 2, ¶ 2 & pg. 3, ¶ 1; Exhibit C; Exhibit D).

Judicial Notice and supplementation are appropriate. As to judicial notice, these materials fall squarely into the purpose and use of this evidentiary rule. See Rule 201, SCRE. As to supplementation, these materials should be allowed on procedural and substantive grounds. First, as to procedure, these materials are relevant to the issues currently before this Court and occurred following the filing of briefs. As to the merits, these materials illustrate there is no judicial controversy and, therefore, this appeal is moot.¹ It is well-settled that appellate courts should not issue advisory opinions on questions for which no meaningful relief can be granted. See *Sloan v. Greenville Cty.*, 356 S.C. 531, 590 S.E.2d 338 (Ct. App. 2003) (“[C]ases or issues which have become moot or academic in nature are *not a proper subject of review.*” (emphasis added) (quoting *Wallace v. City of York*, 276 S.C. 693, 694, 281 S.E.2d 487, 488 (1981)); see also *Matter of Angela Suzanne C.*, 286 S.C. 186, 189, 332 S.E.2d 542, 543 (Ct. App. 1985) (“It is settled law that this Court *will not issue advisory opinions* on questions for which no meaningful relief can be granted.” (emphasis added)).

For the foregoing reasons, Respondent Group Therapy respectfully requests that the Court take judicial notice of these ALC filings and include them in the Record on Appeal.

Signature included on following page

¹ Practically, whether Respondent Group Therapy was entitled to renewal of its August 2018 through August 2020 permit and license has effectively been rendered moot. In their Final Reply Brief, Appellants argue the question of Group Therapy’s 2018-2020 licensure status was not moot because Group Therapy was operating under that license, pursuant to S.C. Code § 1-23-370(b), while the protests to the 2020-2022 license renewal were being resolved. (Appellant’s Final Reply Brief, pg. 6). However, because Appellants withdrew their protests to the 2020-2022 license renewal and Group Therapy received renewals of its permit and license, Group Therapy is no longer reliant on its 2018-2020 permit and license and any determination regarding that licensing period will have no practical legal effect.

Respectfully submitted,



John R. Alphin (Bar No. 72583)
Bakari T. Sellers (Bar No. 79714)
Matthew B. Robins (Bar No. 103685)
Strom Law Firm, LLC
6923 N. Trenholm Road, Suite 200
Columbia, SC 29206
(803) 252-4800
JAlphin@stromlaw.com
BSellers@stromlaw.com
MRobins@stromlaw.com

Whitney B. Harrison (Bar No. 100111)
McGowan, Hood, Felder, & Phillips, LLC
1517 Hampton Street
Columbia, SC 29201
(803) 779-0100

Attorneys for Respondent Eighteen Ink, LLC

Columbia, South Carolina

May 15, 2023

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
OFFICE OF THE GENERAL COUNSEL

300A Outlet Pointe Blvd.
Columbia, SC 29210



PO Box 12265
Columbia, SC 29211-9979

August 13, 2021

VIA US MAIL

The Honorable Milton G. Kimpson
Administrative Law Judge
Edgar A. Brown Building
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Re: **Eighteen Ink, LLC, d/b/a Group Therapy vs. South Carolina Department of Revenue**
Docket No. 21-ALJ-17-0055-CC
DOR File Number: 200244

Dear Judge Kimpson:

Enclosed please find the Executed Consent Motion for Issuance of Permit and License with Restrictions in connection with the above-captioned matter. Also enclosed is a Proof of Service.

Should you have any questions, please do not hesitate to contact me at 803-898-5056 or Patrick.McCabe@dor.sc.gov.

Sincerely,

OFFICE OF GENERAL COUNSEL FOR LITIGATION

A handwritten signature in black ink, appearing to read "Patrick A. McCabe".

Patrick A. McCabe, Esquire
Associate Counsel

PAM/hch

Enclosure

c: John R. Alphin, Esquire

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

Eighteen Ink, LLC, d/b/a Group Therapy,)	DOCKET NO. 21-ALJ-17-0055-CC
)	
)	
)	
Petitioner,)	CONSENT MOTION FOR ISSUANCE OF PERMIT AND LICENSE WITH RESTRICTIONS
vs.)	
)	
South Carolina Department of Revenue,)	
)	
Respondent.)	

TO: The Honorable Milton G. Kimpson, Presiding Judge

Respondent, South Carolina Department of Revenue (Department) and Eighteen Ink, LLC d/b/a Group Threapy, (Petitioner), move herein for an order granting the issuance of an on-premises beer and wine permit and business liquor by the drink license for the Petitioner subject to certain conditions.

The Petitioner holds permit and license number 320736726-PBW/PLB authorizing the sale of on-premises beer, wine, and liquor by the drink. On July 15, 2020, the Petitioner filed for the renewal of its license and permit. The Department received valid public protests from: Thomas Gottshall, Karen Belser, Polly Morrison, John Stucker, Michael Drennan, Vivian Clark Armstead, and April Lucas.


In response to the public’s concerns regarding the environment of the Five Point Entertainment District, the Department reviewed Columbia Police Department’s (CPD’s) reports of criminal activity at the Licensed Premises including copies of all arrests that occurred at the Licensed Premises from 2018 through 2020.¹ The incident reports indicated that during this two-year period, CPD made several arrests of minors in possession of alcohol inside the Licensed Premises. The Department believed that the repeated arrests of minors for alcohol possession inside the Licensed Premises was detrimental to the welfare of the community. Further, the Department believed that it was sufficient evidence to show the Licensee’s establishment lacks the reputation for peace and good order. Therefore, the Department denied the renewal of the On-Premises Beer and Wine Permit and Business Liquor by the Drink License.

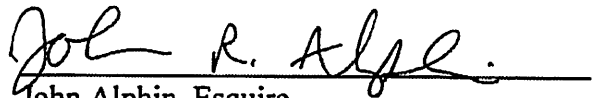
¹ These years coincide approximately with the biennial period covered by the Applicant’s current license.

On December 9, 2020 the Petitioner filed a request for a contested case hearing with the Administrative law Court. Prior to a hearing in this matter, the Department agreed to renew the Petitioner's permit and license so long as the Petitioner agreed to comply with certain conditions and restrictions (herein attached as Exhibit 1). Furthermore, after the Protestants reviewed the conditions and restrictions placed on the Petitioner, they informed the Court that they wish to withdraw their protest of the Petitioner's permit and license.

WHEREFORE the Department and the Petitioner move that this Court issue an Order granting the issuance of the on-premises beer and wine permit and business liquor by the drink license subject to the conditions and restrictions found in Exhibit 1.

WE SO CONSENT:


Patrick A. McCabe (Bar No. 81264)
Associate Counsel
Jason P. Luther, (Bar No. 78021)
Chief Legal Officer
South Carolina Department of Revenue
P.O. Box 12265
Columbia, SC 29211-9979


John Alphin, Esquire
Strom Law Firm, LLC
6923 N. Trenholm Rd.
Columbia, SC 29206

August 12, 2021

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
OFFICE OF THE GENERAL COUNSEL

300A Outlet Pointe Blvd.
Columbia, SC 29210



PO Box 12265
Columbia, SC 29211-9979

**VOLUNTARY AGREEMENT AS TO
LICENSE/PERMIT CONDITIONS AND RESTRICTIONS**

This Agreement is entered into between Eighteen Ink, LLC d/b/a Group Therapy (Licensee), for its location at 2107 Greene Street, Columbia, SC 29205 (Licensed Premises), and the South Carolina Department of Revenue (Department), this 2 day of August, 2021.

WHEREAS, the Licensee applied for a renewal of its On-Premises Beer and Wine Permit and Business Liquor by the Drink License (Alcohol Licenses) at the Licensed Premises; and

WHEREAS, the Department denied the renewal of the Alcohol Licenses because it had received valid public protests from a number of community members; and

WHEREAS, the Department also denied the renewal of the Alcohol Licenses on the grounds that the Licensed Location lacked the reputation for peace and good order in the community as required by Section 61-6-1820(2) of the Code of Laws of South Carolina because Columbia Police Department (CPD) and South Carolina Law Enforcement Division (SLED) incident reports showed that between 2018–2020 CPD had made thirteen separate arrests for minors in possession of beer, wine, or alcoholic liquor inside the Licensed Premises; and

WHEREAS, S.C. Code Ann. § 61-4-580(A)(5) prohibits a license-holder from permitting any act on its premises that tends to create a public nuisance or which constitutes a crime under the laws of this State, and the Department considers the illegal sale to or consumption or possession of alcohol by minors both a common and public nuisance; and

WHEREAS, the Licensee wishes to work to ensure that it does not allow any act on its premises that tends to create a public nuisance, or which constitutes a crime under the laws of this State, including, but not limited to the sale to or consumption of alcohol by persons under age twenty-one; and,

WHEREAS, the Department administers and enforces the provisions of Title 61 and alcoholic beverage licensing laws and regulations to ensure compliance with the law and may, in the exercise of its discretionary licensing powers, impose conditions or restrictions upon a license or permit which the Department considers necessary before issuing or renewing a permit, *see* S.C. Code Ann. § 61-2-80; and

WHEREAS, the Department finds it is necessary to require further conditions and restrictions on the Alcohol Licenses in order to prevent and/or mitigate against the risk of purchase, consumption, or possession of alcohol by underaged persons on the Licensed Premises; and

WHEREAS, the public protestants have reviewed the conditions and restrictions contained herein and have indicated, by and through their counsel, that these conditions and restrictions sufficiently address the concerns raised in their public protest and have agreed to withdraw their protests upon entry of a court order granting Licensee's Alcohol Licenses subject to the these conditions and restrictions; and

WHEREAS, violation of any of the below conditions shall be deemed a violation of the permit and license,

NOW, THEREFORE, in exchange for the Department agreeing to grant the Alcohol Licenses, the parties agree that the following conditions and restrictions shall apply to the Alcohol Licenses, when issued or renewed by the Department or Administrative Law Court:

CONDITIONS AND RESTRICTIONS

1. Licensee must use a Forensic ID scanner at all entrances to the Licensed Premises and must scan the ID of every customer entering the Licensed Premises.
2. Licensee must use a hand stamp system to mark each person admitted to the premises and check the stamp on every individual purchasing beer, wine, or alcoholic liquor.
3. In addition to the Forensic ID scanner described in Paragraph 1 and to serve as a deterrent to underage drinking, the Licensee agrees to randomly select and scan approximately 10% of its customers each night using a Department approved Age Verification ID scanner at the point of sale to verify the legal age of individuals purchasing beer, wine, or liquor on the premises. Licensee is deemed compliant with this provision if, at the end of each day the Licensee is open for business, a record of compliance shows the total number of Age Verification ID scans at the point of sale divided by the total number of Forensic ID scans at all entrances to the Licensed Premises is approximately ten percent (10%). Alternatively, Licensee may also be deemed compliant with this provision if a record of compliance shows Licensee scanned 10% of the Fire Marshall posted occupancy at two (2) hour intervals during the hours of operation. These records of compliance must be kept and made available for examination upon request for the period required in paragraph 5.
4. Licensee must maintain current, updated software for each Forensic ID or Age Verification ID scanner that it uses.
5. Licensee must keep and maintain records or data generated by the ID scanners referenced above that shows all ID scans made by Licensee's employees. Licensee must retain these records or data for a rolling thirty (30) day period, meaning the Licensee must always have in its possession, custody, or control these records or data for the prior thirty (30) days.

6. Upon the request of law enforcement, Licensee agrees to provide to law enforcement copies of or access to the ID scanning records or data referenced in Paragraph 5.
7. If law enforcement issues a citation to a minor in possession of alcohol on the Licensed Premises and Licensee receives notification from law enforcement of that citation, Licensee must preserve and retain the ID scanning records for the date of the citation (as well as one calendar day before and after the date of the citation) and provide those records to law enforcement upon request. This condition does not apply if law enforcement does not notify Licensee or its on-duty manager of the citation within five (5) days of the date of the citation.
8. If Licensee receives written notification from law enforcement that a citation has been issued to a minor in possession of alcohol within the Licensed Premises, Licensee must preserve and retain all point of sale records or register receipts for the date of the citation (as well as one calendar day before and after the date of the citation) and provide the point of sale records and or register receipts to law enforcement upon request. This condition does not apply if law enforcement does not notify Licensee or its on-duty manager of the citation within five (5) days of the date of the citation.
9. Licensee must maintain and operate security cameras that record all entrances to the Licensed Premises.
10. Licensee must maintain and operate security cameras that record all point-of-sale locations where beer, wine, or alcoholic liquor is ordered or purchased by customers on the Licensed Premises.
11. Licensee must keep and maintain the security camera footage for all of its security cameras for a rolling seven (7) day period, meaning the Licensee must always have in its possession, custody, or control all security camera footage for the prior seven (7) days.
12. Upon the written request of law enforcement and acknowledgement of that request by the Licensee, Licensee agrees to provide to law enforcement copies of or access to any security camera footage.
13. If Licensee receives written notification from law enforcement that a citation has been issued to a minor in possession of alcohol within the Licensed Premises, Licensee must preserve and retain all security camera footage for the date of the citation (as well as one calendar day before and after the date of the citation) and provide the security camera footage to law enforcement upon request. This condition does not apply if law enforcement does not notify Licensee or its on-duty manager of the citation within five (5) days of the date of the citation.
14. Licensee will work with law enforcement to encourage compliance walk-throughs of the business in which law enforcement checks for identification.

15. Licensee will price all liquor drinks at \$3.50 or more and all beer at \$3.00 or more.
16. If the Licensee advertises, a substantial portion of its advertising must be devoted to its food service in accordance with S.C. Code Ann. Reg. § 7-401.3. Visual representation of alcohol service incidental to restaurant service does not constitute an act inconsistent with Paragraphs 15 and 16 of this agreement.
17. Licensee will offer menu items for sale and delivery through Uber Eats or a similar service.

Licensee understands and agrees that violation of any of the above-listed conditions shall be deemed a violation of the permit and license.

Licensee further understands and agrees that, upon the Department receiving a sworn affidavit from law enforcement establishing Licensee's noncompliance with the conditions' restrictions, the Department will contact the Licensee and allow the Licensee forty-eight (48) hours during normal business days to provide the Department with a response to the affidavit. The Department may, in its discretion, immediately suspend the Alcohol Licenses following this forty-eight (48) hour period. Licensee reserves the right to challenge the Department's determination that Licensee failed to comply with this Agreement, as provided by law; but Licensee understands and agrees that the summary suspension will remain in effect until there is an administrative or judicial order lifting the suspension, or by agreement between the parties herein. If the Licensee requests a judicial or administrative review of the suspension, the Department agrees to cooperate to expedite and allow the hearing conducted in the Administrative Law Court at the earliest possible date.

For the purposes of the summary suspension described above, Licensee knowingly and voluntarily waives any notice requirements or investigative requirements that may be provided under the Administrative Procedures Act or Revenue Procedures Act, except as provided herein.

Licensee agrees that the repeated occurrences of minors in possession of alcohol on the Licensed Premises is justification to depart from the penalty guidelines found within S.C. Revenue Procedure # 13-2. Therefore, if the Administrative Law Court or other court of competent jurisdiction finds the Licensee has failed to comply with any provision of this Agreement or that Licensee has knowingly¹ permitted the sale of beer, wine, or alcoholic liquor to an individual under the age of twenty-one (21), Licensee agrees to the following enhanced penalties:

¹ See *Feldman v. S.C. Tax Comm'n*, 203 S.C. 49, 56, 26 S.E. 2d 22, 25 (1943) ("Within the meaning of the term 'knowingly,' as used in this statute, if the clerk knew that the [customer] was a minor or had such information, from his appearance or otherwise, as would have led a prudent man to believe that he was a minor, and if followed by inquiry must bring knowledge of that fact home to him, then the sale was made knowingly."). The sale of alcohol to an underage individual at the License Premises is not "knowing" if Licensee can demonstrate that it used a Forensic ID scanner to scan the underage individual's ID when he/she entered the Licensed Premises and that the Forensic ID scan showed the individual to be over the age of twenty one (21).

1st offense within three years	45 day suspension
2nd offense within three years	Revocation ²

In assessing these penalties, the Department may consider the mitigating circumstances provided for in Revenue Procedure #13-2. Any summary suspension served shall count toward any penalty imposed by the Administrative Law Court. In the event the Administrative Law Court or other court of competent jurisdiction finds the Licensee did not violate any provision of this Agreement herein or knowingly permit the sale of beer, wine, or alcoholic liquor to an individual under the age of twenty-one (21), the summary suspension of the Alcohol Licenses shall immediately cease.

Any Administrative Violation issued before the execution of this agreement will be resolved using the standard penalty guidelines found within S.C. Revenue Procedure #13-2 and will not constitute a 1st offense in regards to the enhanced penalties.

The Parties further understand and agree that Licensee may sell its establishment and, in the event of a sale, the purchaser/new owner may apply for a temporary 120-day permit or license in accordance with the requirements of S.C. Code Ann. § 61-4-210 and S.C. Code Ann. § 61-6-505. The Parties further understand that the conditions and restrictions in this Agreement will not automatically apply to any new license or permit that may be issued for the Licensed Premises following the sales and transfer of the business; however, the Department retains the right to establish any conditions or restrictions which it considers necessary before issuing a new license or permit as provided in S.C. Code Ann. § 61-2-80.

The Parties agree the terms of this Agreement shall remain in effect through the next renewal term of two (2) years (which ends in August 2024) at which time the Licensee may request the Department lift the conditions and restrictions in this Agreement based on a presentation of a track record of compliance. The Department agrees to review this request in good faith and may vacate some or all of the conditions and restrictions in this Agreement when it renews the Alcohol Licenses. The Department's decision not to vacate a condition or restriction may be reviewed by the Administrative Law Court in accordance with the provisions of the Revenue Procedures Act.

By entering into this Agreement, Licensee hereby certifies the following:

This Agreement is being signed voluntarily, without promise, threat, or duress from anyone.

The undersigned, either individually or on behalf of the organization upon whose behalf this document is being executed, or both, has consulted with an attorney concerning the import of this Agreement, or voluntarily waives such opportunity.

² Pursuant to S.C. Code Ann. § 61-4-520 (2009) the revocation of a beer and wine permit prohibits the issuance of a new permit to the principal(s) for two years from the date of revocation. Likewise, S.C. Code Ann. § 61-6-110 (2009) prohibits the issuance of a new license to that principal(s) for five years from the date of revocation.

The undersigned understands that the terms of this Agreement are in addition to any law or regulation governing the operation of an establishment licensed by the Department and automatically applies to any renewal of the Alcohol Licenses;

The undersigned understands and agrees that noncompliance with all terms of this agreement can be used as a basis for the suspension or revocation of the Alcohol Licenses and that, if the terms of this Agreement are violated, the Department will seek to suspend or revoke Licensee's Alcohol Licenses in accordance with the enhanced penalties provided above;

The undersigned understands and agrees that this settlement does not affect or resolve any additional past, pending, or future violations of Titles 12 or 61 of the South Carolina Code of Laws or the regulations thereunder that are not specifically referred to in the Agreement, or any other provisions, responsibilities, or liabilities which Licensee has under South Carolina Law.

That the undersigned has authority to bind the Licensee;

This Agreement, if approved, shall be posted with any license/permit approved by the Department.

Eighteen Ink , LLC d/b/a Group Therapy

South Carolina Department of Revenue

BY: *Alan K. Hill*

BY: *Steph McKe*

TITLE: *Managing Member*

TITLE: *Special Counsel*

DATE: *7-26-21*

DATE: *8/2/21*

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Eighteen Ink, LLC, d/b/a Group Therapy,

Petitioner,

vs.

South Carolina Department of Revenue,

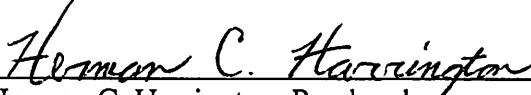
Respondent.

Docket Number: 21-ALJ-17-0055-CC

PROOF OF SERVICE

I, the undersigned employee of the South Carolina Department of Revenue, do hereby certify that I have served a copy of the foregoing, **Executed Consent Motion for Issuance of Permit and License with Restrictions**, in connection with the above-captioned matter by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

John R. Alphin, Esquire
Strom Law Firm, LLC
6923 N. Trenholm Road, Suite 200
Columbia, SC 29206
Attorney for Petitioner



Herman C. Harrington, Paralegal
South Carolina Department of Revenue

Columbia, South Carolina
August 13, 2021

RECEIVED
AUG 18 2021
BY:

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

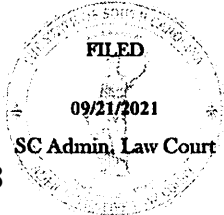
Eighteen Ink, LLC, d/b/a Group Therapy,)	Docket No. 21-ALJ-17-0055-CC
)	
Petitioner,)	
)	
v.)	
)	ORDER
South Carolina Department of Revenue,)	
)	
Respondent.)	
)	
)	
)	

This matter is before the South Carolina Administrative Law Court (the ALC or the Court) pursuant to a request for a contested case hearing by Eighteen Ink, LLC, d/b/a Group Therapy (Petitioner or Licensee). Petitioner contests the decision of the South Carolina Department of Revenue (Department or DOR) denying its renewal application for its on-premises beer and wine permit and restaurant liquor-by-the-drink license for the location at 2107 Greene Street, Columbia, South Carolina 29205 (Licensed Premises). The Department denied the application based upon public protests and the Department’s determination that the location does not have a reputation for peace and good order in the community.

A hearing was scheduled for October 19, 2021; however, on August 3, 2021, the parties informed the Court that a settlement was reached and the protestants had withdrawn their protests. Afterwards, on August 18, 2021, the parties filed a Consent Motion for Issuance of Permit and License with Restrictions (Motion) with the settlement agreement attached as an exhibit. Pursuant to the settlement agreement, the renewal of Petitioner’s on-premises beer and wine permit and restaurant liquor-by-the-drink license would be granted subject to certain conditions and restrictions.

The Administrative Law Court, as the tribunal authorized to grant a permit or license, may place restrictions or conditions on the permit or license. *Feldman v. S.C. Tax Comm'n*, 203 S.C. 49, 26 S.E.2d 22, 25 (1943). Furthermore, regulation 7-200.1(I) of the South Carolina Code of Regulations (Supp. 2020), which authorizes the imposition of restrictions on permits, provides:

R. 18



Any written stipulation and/or agreement which is voluntarily entered into by an applicant for a permit or license between the applicant and the Department, if accepted by the Department, will be incorporated into the basic requirements for the enjoyment and privilege of obtaining and retaining the permit or license and shall have the same effect as any and all laws and any and all other regulations pertaining to the permit or license. Knowing violation of the terms of the stipulation or agreement shall constitute sufficient grounds to revoke said license.

In this case, the Court finds the following agreed upon restrictions from the settlement agreement reasonable; therefore,

IT IS HEREBY ORDERED that the renewal application for an on-premises beer and wine permit and restaurant by the drink license liquor license is **GRANTED** with the seventeen (17) restrictions below.

1. Licensee must use a Forensic ID scanner at all entrances to the Licensed Premises and must scan the ID of every person entering the Licensed Premises.
2. Licensee must use a hand stamp system to mark each person admitted to the premises and check the stamp on every individual purchasing beer, wine, or alcoholic liquor.
3. Licensee must spot check approximately ten (10%) percent of individuals purchasing beer, wine or alcoholic liquor with an Age Verification ID scanner at all points of sale for beer, wine, or alcoholic liquor.
4. Licensee must maintain current, updated software for each Forensic ID or Age Verification ID scanner that it uses.
5. Licensee must keep and maintain records or data generated by the ID scanners referenced above that shows all ID scans made by Licensee's employees. Licensee must retain these records or data for a rolling thirty (30) day period, meaning the Licensee must always have in its possession, custody, or control these records or data for the prior thirty (30) days.
6. Upon the request of law enforcement, Licensee agrees to provide to law enforcement copies of or access to the ID scanning records or data referenced in Paragraph 5.
7. If law enforcement issues a citation to a minor in possession of alcohol on the Licensed Premises and Licensee receives notification from law enforcement of that citation, Licensee must preserve and retain the ID scanning records for the date of

the citation (as well as one calendar day before and after the date of the citation) and provide those records to law enforcement upon request. This condition does not apply if law enforcement does not notify Licensee or its on-duty manager of the citation within five (5) days of the date of the citation.

8. If Licensee receives written notification from law enforcement that a citation has been issued to a minor in possession of alcohol within the Licensed Premises, Licensee must preserve and retain all point-of-sale records or register receipts for the date of the citation (as well as one calendar day before and after the date of the citation) and provide the point-of-sale records and/or register receipts to law enforcement upon request. This condition does not apply if law enforcement does not notify Licensee or its on-duty manager of the citation within five (5) days of the date of the citation.
9. Licensee must maintain and operate security cameras that record all entrances to the Licensed Premises.
10. Licensee must maintain and operate security cameras that record all point-of-sale locations where beer, wine, or alcoholic liquor is ordered or purchased by customers on the Licensed Premises.
11. Licensee must keep and maintain the security camera footage for all of its security cameras for a rolling seven (7) day period, meaning the Licensee must always have in its possession, custody, or control all security camera footage for the prior seven (7) days.
12. Upon the written request of law enforcement and acknowledgement of that request by the Licensee, Licensee agrees to provide to law enforcement copies of or access to any security camera footage.
13. If Licensee receives written notification from law enforcement that a citation has been issued to a minor in possession of alcohol within the Licensed Premises, Licensee must preserve and retain all security camera footage for the date of the citation (as well as one calendar day before and after the date of the citation) and provide the security camera footage to law enforcement upon request. This condition does not apply if law enforcement does not notify Licensee or its on-duty manager of the citation within five (5) days of the date of the citation.

14. Licensee will work with law enforcement to encourage compliance walk-throughs of the business in which law enforcement checks for identification.
15. Licensee will price all liquor drinks at \$3.50 or more and all beer at \$3.00 or more and offer no alcohol promotion.
16. If the Licensee advertises, a substantial portion of its advertising must be devoted to its food service in accordance with S.C. Code Reg. § 7-401.3. Visual representation of alcohol service incidental to restaurant service does not constitute an act inconsistent with the restrictions herein.
17. Licensee will offer menu items for sale and delivery through Uber Eats or a similar service.

IT IS FURTHER ORDERED that a violation of the above restrictions will be considered a violation of the permit/license and may result in a fine, suspension, or revocation.

AND IT IS SO ORDERED.

September 21, 2021
Columbia, S.C.



Milton G. Kimpson, Judge
South Carolina Administrative Law Court

CERTIFICATE OF SERVICE

I, Anthony R. Goldman, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).

September 21, 2021
Columbia, S.C.



Anthony R. Goldman
Judicial Law Clerk



SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev.
31-Aug-2021)

PLB

BUSINESS LIQUOR BY THE DRINK

4282
22

Owner Name and Mailing Address

EIGHTEEN INK LLC
UNIT 133
1085 SHOP RD
COLUMBIA SC 29201-4770

Letter ID: L0019845808

LICENSE NO. 320736726-PLB
FILE NO. 320736726
DATE ISSUED: 09/27/21
STIPULATIONS: 17

Trade Name and Business Address

GROUP THERAPY
2107 GREENE ST
COLUMBIA SC 29205-1640

START DATE: 09/01/20
END DATE: 08/31/22

THIS LICENSE IS NOT TRANSFERABLE

..... You may not transfer this permit or license to another location or to another person.
If you sell all or a portion of your business, before the buyer can legally sell beer, wine, or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of the beverages by someone using your permit or license.

***** POST THIS IN A CONSPICUOUS PLACE *****



SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev.
31-Aug-2021)

PBW

ON PREMISES BEER & WINE

4282
22

Owner Name and Mailing Address

EIGHTEEN INK LLC
UNIT 133
1085 SHOP RD
COLUMBIA SC 29201-4770

Letter ID: L0019804848

LICENSE NO. 320736726-PBW
FILE NO. 320736726
DATE ISSUED: 09/27/21
STIPULATIONS: 17

Trade Name and Business Address

GROUP THERAPY
2107 GREENE ST
COLUMBIA SC 29205-1640

START DATE: 09/01/20
END DATE: 08/31/22

THIS LICENSE IS NOT TRANSFERABLE

..... You may not transfer this permit or license to another location or to another person.
If you sell all or a portion of your business, before the buyer can legally sell beer, wine, or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of the beverages by someone using your permit or license.

***** POST THIS IN A CONSPICUOUS PLACE *****



SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev. 14-Feb-2022)
4282

PBW

ON PREMISES BEER & WINE

24

Owner Name and Mailing Address

EIGHTEEN INK LLC
UNIT 133
1085 SHOP RD
COLUMBIA SC 29201-4770

Letter ID: L0022943250

LICENSE NO. 320736726-PBW
FILE NO. 320736726
DATE ISSUED: 08/22/22
STIPULATIONS: 17

Trade Name and Business Address

GROUP THERAPY
2107 GREENE ST
COLUMBIA SC 29205-1640

START DATE: 09/01/22
END DATE: 08/31/24

THIS LICENSE IS NOT TRANSFERABLE

..... You may not transfer this permit or license to another location or to another person.
If you sell all or a portion of your business, before the buyer can legally sell beer, wine, or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of the beverages by someone using your permit or license.

***** POST THIS IN A CONSPICUOUS PLACE *****

JP-21E-000117



SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev. 14-Feb-2022)
4282

PLB

BUSINESS LIQUOR BY THE DRINK

24

Owner Name and Mailing Address

EIGHTEEN INK LLC
UNIT 133
1085 SHOP RD
COLUMBIA SC 29201-4770

Letter ID: L0022996498

LICENSE NO. 320736726-PLB
FILE NO. 320736726
DATE ISSUED: 08/22/22
STIPULATIONS: 17

Trade Name and Business Address

GROUP THERAPY
2107 GREENE ST
COLUMBIA SC 29205-1640

START DATE: 09/01/22
END DATE: 08/31/24

THIS LICENSE IS NOT TRANSFERABLE

..... You may not transfer this permit or license to another location or to another person.
If you sell all or a portion of your business, before the buyer can legally sell beer, wine, or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of the beverages by someone using your permit or license.

***** POST THIS IN A CONSPICUOUS PLACE *****

JP-21E-000117

RECEIVED

May 31 2023

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

Appeal from the
ADMINISTRATIVE LAW COURT
The Honorable Shirley C. Robinson, Administrative Law Judge

Appellate Case No. 2020-000837
Case No. 19-ALJ-17-0001-CC

Eighteen Ink, LLC, d/b/a Group Therapy Respondent

v.

South Carolina Department of Revenue Respondent

and

Thomas R. Gottshall, April C. Lucas, and Michael Drennan Intervenors/Appellants

CERTIFICATE OF COUNSEL

The undersigned certifies that the Appendix to the Record on Appeal complied with Rule 212(c), SCACR.

Respectfully submitted,



John R. Alphin (Bar No. 72583)
Bakari T. Sellers (Bar No. 79714)
Matthew B. Robins (Bar No. 103685)
Strom Law Firm, LLC
6923 N. Trenholm Road, Suite 200
Columbia, SC 29206
(803) 252-4800

Columbia, South Carolina

May 31, 2023

Whitney B. Harrison (Bar No. 100111)
McGowan, Hood, Felder, & Phillips, LLC
1517 Hampton Street
Columbia, SC 29201
(803) 779-0100

Attorneys for Respondent Eighteen Ink, LLC