

COMMONWEALTH OF VIRGINIA
ALCOHOLIC BEVERAGE CONTROL AUTHORITY
NEGOTIATED RESOLUTION ACCEPTANCE, WAIVER, AND ORDER

IN THE MATTER OF: CHANCES RESTAURANT AND LOUNGE, LLC
 T/A CHANCES RESTAURANT AND LOUNGE
 555 SETTLERS LANDING ROAD, SUITE M & N
 HAMPTON, VIRGINIA 23669
 SENT VIA E-MAIL & CERTIFIED MAIL

LICENSE NO.: 013566169 — MIXED BEVERAGE RESTAURANT

ADMINISTRATIVE 013650603
INCIDENT NO.:

This matter was resolved by the Virginia Alcoholic Beverage Control Authority on May 21, 2025, under a delegation of authority for Negotiated Resolutions within the parameters set out in the delegation document for the following violation:

The licensee has failed to take reasonable measures to prevent an act of violence resulting in death or serious bodily injury, or a recurrence of such acts, from occurring on the licensed premises, any premises immediately adjacent to the licensed premises that is owned or leased by the licensee, or any portion of public property immediately adjacent to the licensed premises in violation of Sections 4.1-202 and 4.1-225(A)(1)(g) of Code of Virginia. (Mixed Beverage Restaurant).

Upon review of the investigative report filed by VA ABC's Enforcement Division ("Enforcement") and other relevant materials, VA ABC's Associate Legal Counsel believes that there is reasonable cause to believe that the charges could be substantiated but agrees that imposing the negotiated civil penalties of licensed privileges are appropriate for fully resolving the matter;

1. *Within thirty (30) days of the execution of this agreement, the licensee shall provide an updated breakdown of the ownership structure for the licensed establishment. Should any owners listed be determined by BLE to not qualify to be an owner, such disqualification shall be considered a violation of the ABC Act and sufficient to invoke the voluntary revocation provisions of Term 9 of this agreement.*
2. *Within thirty (30) days of the execution of this agreement, the licensee and all managers shall complete M.A.R.T. and R.S.V.P. training. Within thirty (30) days of the execution of this agreement, all employees that sell or serve alcohol shall complete R.S.V.P. training.*
3. *Within thirty (30) days of the execution of this agreement, the licensee shall submit evidence that he has filed all required ST-9 forms with the Department of Taxation.*
4. *The licensee agrees to employ at least nine (9) Department of Criminal Justice Services (DCJS) certified security at the establishment from 8:00 p.m. until thirty (30) minutes after closing every day the establishment is open for business. Of these personnel, a minimum of five (5) shall patrol inside the establishment from 8:00 pm until thirty (30) minutes after closing. A minimum of two (2) shall work the door from 8:00pm until closing. A minimum of two (2) shall be outside conducting the following duties: patrolling the line and the common area in front of the business from 8:00 pm until thirty (30) minutes after closing, ensuring that patrons, if not in line to enter the establishment, do not loiter, both on foot and in vehicles. A single file line shall be maintained for those waiting to enter the establishment. The line will form at the front door and extend adjacent to the front of the building towards Settlers Landing Rd, and along the building on the Settlers Landing Rd side. The line will close thirty (30) minutes prior to last call and individuals will need to clear the area or be considered loitering. Licensee shall utilize an ID scanner to scan the ID of every patron that enters and reenters the establishment from 8:00 p.m. until closing every day the establishment is open for business. The information gathered by this scanner shall be provided to Hampton Police or VA ABC agents upon request. In addition to maintaining peace and order at the establishment, the licensee's security personnel shall wand or pat down each patron upon entry or re-entry into the establishment and search all bags prior to entry or re-entry into the establishment every day the establishment is open for business from 8:00 p.m. until closing. One (1) security guard will also be responsible for keeping a count of the number of patrons in the establishment so as not to exceed the establishment's occupancy permit.*
5. *Within thirty (30) days of the execution of this agreement, the licensee shall provide evidence the licensee has entered into and is utilizing a contract with Hampton Police Division (HPD) to provide off-duty police coverage at the establishment from 8:00 p.m. until thirty (30) minutes after closing every day the establishment is open or documentation from HPD that they are unable to provide this service. Anytime HPD is unable to provide this service, the licensee shall provide BLE with evidence that he hired two (2) additional DCJS-certified security guards to provide additional coverage at the establishment from 8:00 p.m. until thirty (30) minutes after the establishment has closed every day the establishment is open for business.*



6. Within thirty (30) days of the execution of this agreement, the licensee agrees to install two (2) exterior cameras. The licensee shall provide evidence that he has granted the Hampton Police Division access to his exterior security surveillance system.
7. The licensee shall issue last call at 11:30 p.m., with no alcohol sale or consumption after midnight on Sunday through Thursday. On Fridays and Saturdays, the licensee shall have last call at 1:00 a.m. and no sales or consumption permitted after 1:30 a.m.
8. The licensee shall remain subject to the summary suspension order entered on May 8, 2025 until such time as the licensee has demonstrated compliance with Terms 1-7 of this agreement.
9. Should the licensee be found by any representative of VA ABC to be in violation of the terms of this agreement, or if BLE determines there is another act of violence associated with the business resulting in bodily injury or death at the location or in the parking lot, the licensee agrees that he will voluntarily surrender his license as revoked. Such revocation shall be effective immediately upon service of an order of revocation from the Bureau of Law Enforcement and shall not be subject to the notice provisions of 4.1-227 of the Code of Virginia nor shall such revocation be appealable.

The Licensee was informed of the alleged violation by Order of Summary Suspension on May 8, 2025. By signing this Negotiated Resolution Acceptance, Waiver, and Order the Licensee acknowledges receipt of the service and of the opportunity to forego further negotiations and/or proceed to a formal hearing, as contemplated by the Administrative Process Act, Section 2.2-4000, *et seq.*, of the Code of Virginia.

The Licensee hereby knowingly and voluntarily waives the options to negotiate further or proceed to a formal hearing, admits the above violation of VA ABC laws and regulations, accepts the imposition of the above-described penalties, and waives all rights to seek an appeal or to otherwise challenge the validity of this Order.

Samuel Simmons Jr.

(Licensee) elects to penalties 1-9 above

Licensee's name (typed/printed)

City/County of Hampton

Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 22nd day of May, 2025, by

[Signature]
Licensee (Signature)

[Signature]
Notary Public

Notary Registration # 7644319 My Commission Expires: 8/31/2028



FOR ABC USE ONLY

APPROVED: VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY

[Signature]
Government Affairs Officer

ATTEST:

Katherine E. Hodge
Secretary/Assistant Secretary

Date May 23, 2025

