

324 EAST WISCONSIN AVENUE, SUITE 1111
MILWAUKEE, WISCONSIN 53202
414-291-9911
FAX 414-291-9570
attorney@hayesrothstein.com

MICHAEL E. BANASZAK

HAYES & ROTHSTEIN

October 8, 2004

City of Milwaukee Common Council
200 East Wells Street
Milwaukee, WI 53202


Re: Karen D. Hubbard
Hubbard & Associates, Inc.
dba Karen's Club
7330A North 76 Street
Milwaukee, WI 53223

Enclosed please find our written objection to the recommendation dated October 1, 2004, of the utilities and licensing committee. The matter is scheduled for review on October 11, 2004. Ms. Hubbard will appear with counsel and request an opportunity to speak. If anything further is required, please contact either Karen Hubbard at 414-303-0812 or me at 414-291-9911.

Thank you.

Sincerely,

HAYES & ROTHSTEIN, S.C.
Attorneys at Law


Michael E. Banaszak
State Bar No. 01007777

pc: Karen Hubbard

MEB/pp

copies to all Council Members and attorney Bruce Schriempf

October 8, 2004

City of Milwaukee Common Council
200 East Wells Street
Milwaukee, WI 53202

My name is Karen D. Hubbard. I have lived in Milwaukee my whole life. I take great pride in operating my business called Karen's Club at 7330A North 76 Street, Milwaukee, WI 53223. Some might see this as a neighborhood in decline. I see it as a neighborhood on the move and changing for the better. I strongly object to the suggestion that I would run a lawless operation or hinder the Milwaukee Police Department.

I enjoy running my tavern and dance hall. The events are primarily family oriented. Alcohol is served but it is not a location where people come merely to sit and drink. The primary types of events are birthday parties, baby showers, or wedding receptions. I operate a clean and lawful business.

I have newspaper clippings of all police and crime events in the neighborhood and I am very serious about safety. Most of my clients are repeat customers.

I write this letter to request that you not suspend my license for any length of time. I will double my efforts to provide the proper security for my events and to make sure the parking lot is safe after the events.

Thank you for your consideration.

Sincerely,

Karen Hubbard

**OBJECTION TO THE OCTOBER 1, 2004, RECOMMENDATION
OF THE UTILITIES AND LICENSING COMMITTEE**

Re: Karen D. Hubbard
Hubbard & Associates, Inc.
dba Karen's Club
7330A North 76 Street
Milwaukee, WI 53223

Karen Hubbard, by her attorneys Hayes & Rothstein, S.C., by Attorney Michael E. Banaszak, hereby objects to the proposed 10-day suspension of her Class B tavern license and the 30-day suspension of her Class B tavern dance license and requests renewal of both licenses.

Karen Hubbard acknowledges the following Findings of Facts:

1. Karen Hubbard is an agent for Hubbard & Associates, Inc., 7330A North 76 Street, Milwaukee, WI, known as Karen's Club.
2. The licenses expire at midnight on October 18, 2004.
3. Her application to renew the licenses was filed with the office of the city clerk on August 18, 2004.
4. There were events rising to the level of consideration by the licensing committee. Karen Hubbard respectfully requests that the committee not suspend her license and consider a warning with an opportunity to correct security issues in her parking lot.

Karen Hubbard has been operating her business at its present location since 1999 and the events denoted in the Findings of Fact, No. 5, were the only police contacts in the entire 5 years. Prior to operating her present business, Karen Hubbard had been a license holder in good standing at her prior business since 1993. Karen Hubbard has her residence in an apartment above her present business and there are no other people living in the immediate surrounding area. This neighborhood is struggling and contains many vacant businesses and run down lots. To the immediate north is the

remains of Johnson Park and north of that there is a movie theater. There are problems with crowd control at the theater. To the immediate south, there is a large drainage ditch and a strip mall with only one business - Blockbuster. In the surrounding blocks, there are several businesses, including Allied Pool, and some restaurants but there are many which are closed. Karen Hubbard questions which neighbors raised the points, if any, with the Milwaukee Police Department.

All the events denoted in the Findings of Fact, No. 5, occurred outside her dance hall in the parking lot. Karen Hubbard acknowledges that the safety of her patrons in her parking lot is her responsibility and is subject to this committee's review. She submits that there are occasions where no matter how much security she is able to provide, people can and do things beyond her control. Specifically, the fatal shooting that occurred in the parking lot appears to have been a premeditated event wherein the individual sought out, hunted down, and shot the man in the car. Specifically, the individual convicted of the shooting was not at the tavern. The victim had been.

It is her practice to immediately remove any disorderly or intoxicated person from her premises. She always retains security personnel to assist in the orderly conduct of her business. Personnel from Anderson Security arrive prior to the event, screen people at the door for proof of age, weapons, and possession of liquor. The security personnel maintain a presence inside and outside the building during the event and remain in the parking lot until all patrons have left.

Karen Hubbard agrees that in hindsight each of the items denoted in the findings primarily concentrate on the parking lot and is reviewing all security issues with the people she hires for security and will strive to improve security in the parking lot and continue to maintain good security inside the premises.

There is an example of how Karen Hubbard has already modified her business practices to eliminate problems. The event described in 5A was an event that she had advertised on the radio

through a very popular radio station. Hundreds of young men and women showed up for the event, substantially more than her capacity of 250. She was totally unaware of the turnout that would occur. Since this event, Karen Hubbard no longer advertises this radio station or accepts bookings for events involving younger people, specifically people 21-25 years of age. This is an example of how Karen Hubbard can react to problems that can occur and will address them and create a safer situation in the future.

Each event that Karen Hubbard books is different but common events are weddings, bridal showers, baby showers, car shows, fund raisers, and birthday parties. The hall is not a teen club or a night club setting. She does not book events for patrons age 21-25. Further, she will not advertise on V100 or attempt to book any type of large event without a specific group of invitees in mind. The bookings are made in advance and are usually family group events where the attendees know each other. Most of her bookings are repeat customers. Attached is a reservation contract which is completed for each event.

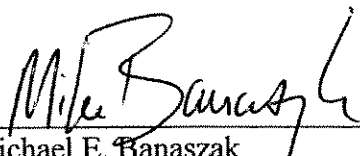
Karen Hubbard objects to Finding No. 5D and 5E. She objects to the assertion that she was in any way reluctant to provide police with information regarding what had occurred. She always cooperates with the police and disputes the mis-characterization that the police were hindered in any way. The events occurred outside and she was inside at the time and had no direct knowledge. Karen Hubbard now has a video camera in the parking lot which can be used to record events and situations which would be immediately offered to any law enforcement personnel should there be such a need.

The events occurred after she had closed her premises and cleared the bar and dance hall at approximately 1:15 a.m. Most patrons had left the parking lot. There was an extremely heavy rain that night. Karen Hubbard left the premises and went quickly to her car.

In conclusion, it is respectfully requested that the council give Karen Hubbard an opportunity to react to and protect against the events that occurred, the most serious ones being in 2004. She will upgrade security in her parking lot and will explore other avenues to control all events both inside and outside in order to provide a safe environment for her customers. To suspend her license on short notice will cause her significant financial distress. She has already booked the halls for the time periods proposed by the suspension. It is respectfully requested that the council consider giving her a warning directing that suspension would occur in the future if any events continue to occur on her premises.

Respectfully submitted October 8, 2004.

HAYES & ROTHSTEIN, S.C.
Attorneys at Law



Michael E. Banaszak
State Bar No. 01007777

HAYES & ROTHSTEIN, S.C.
324 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 291-9911

EXAMPLE

Karen's Club Entertainment Reservation Contract

Today's Date: _____
Event For: _____ Type of Event: _____
Address & Zip code: _____ Type of Music: _____
Event Date: _____ Catering: _____
Day of Week: _____ Bring in Food: _____
Start Time: _____ Surcharge for Food: _____
End Time: _____ Which Hall: _____
of Guests: _____ Charging at Door: _____
Average Age: _____
Cost of Hall: _____ Deposit Amount: _____ Type of payment: _____
Balance Due: (cash or check) _____
Contact person & number: _____
Date & Time to Decorate: _____

*Absolutely No Confetti when decorating hall,
No carry ins and or soda, beer, liquor, etc.
Balance due before event
Dress code and ID required*

Karen's Club Entertainment (KCE) is not liable for any fights and/or injury that may occur in any part of the premises while your function is in session or out of session. However, you may be liable for any damage that occurs resulting from anyone at your function causing the damage.

If a fight does occur as a result of your function, we (Karen's Club Entertainment) Will shut the function down with no refund of any monies whatsoever. (Signature)_____

Although KCE wants to make every event a memorable one, we are not responsible for your happiness. If you are not satisfied of the services you may have received; we will to do everything to accommodate you. However, no refund of any monies will be honored.

By signing below, I _____ agree to the terms and realize that KCE reserves the right to cancel any and all functions w/o notice and for any reason whatsoever. The customer will be entitled to deposit refund only.

If I, _____ should cancel for any reason, I will not be given a refund of any monies and may be liable for any out of pocket expense that KCE may have incurred including food, beer, liquor, and payroll for extra for my party.