

**DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU
ABSTRACT AND STATEMENT**

NOT IN SUIT

For briefing offers in compromise of liabilities and/or violations incurred under sections 4181 and 4182 and Chapters 51 and 52 of the Internal Revenue Code and/or liabilities and/or violations incurred under the Federal Alcohol Administration Act.

1. OFFER SUBMITTED BY (Name and address) Park Street Imports, LLC 1000 Brickell Ave, Ste 215 Miami, FL 33131	OFFER IN COMPROMISE	
	2. ORIGINATING OFFICE TID	3. AMOUNT OF OFFER \$350,000.00
	4. PERMIT, LICENSE, OR REGISTRY NO. (if applicable) [REDACTED]	
	5. CASE NUMBER AF-98,713	
	6. DOLLAR AMOUNT OF LIABILITY BEING COMPROMISED (if applicable) \$	
	7. TAXPAYER IDENTIFICATION NUMBER [REDACTED]	

8. CHARGE

i. ALLEGED VIOLATIONS:

TTB alleges that Park Street Imports, LLC, (Park Street) a Trade Buyer, contracted to purchase, and/or purchased, products on consignment from multiple entities in violation of 27 U.S.C. § 205(d) and 27 C.F.R. § 11.21.

In support of said violations, TTB alleges that:

1) Park Street entered into agreements, with TTB-permitted industry members ("Suppliers"), wherein Park Street was under no obligation to pay for distilled spirits or wine until it sold these products and received payment. Park Street described this arrangement as the purchase of products on "extended payment terms."

2) Through this arrangement, Park Street assumed title to a product, prior to paying for that product, and Suppliers could not access or sell products held by Park Street without its approval. Under the terms of the arrangement, and in actual practice, Park Street was not required to pay Suppliers if it was unable to collect funds from its buyers.

ii. BUSINESS IN WHICH ENGAGED:

Park Street is a wholesaler of beverage alcohol pursuant to the provisions of 27 U.S.C. § 203(c).

iii. DATE OR PERIOD AND LOCATION OF ALLEGED VIOLATIONS:

The alleged violations occurred beginning on or about January 2019 through January 2022 at Park Street's licensed premise located at 1000 Brickell Ave, Ste 215, in Miami, Florida.

iv. AMOUNT AND TERMS OF OFFER:

Park Street submitted an offer in compromise (OIC) in the amount of \$350,000.00 and has remitted an initial payment of \$50,000.00 with its submission. Park Street proposes to make thirty additional consecutive monthly payments of \$10,000.00, commencing with the calendar month following acceptance of its OIC. Moreover, Park Street agreed to implement corrective actions including:

1) Modify its service agreements to eliminate the practice of purchasing products on undefined "extended payment terms;"

2) Pay its Suppliers on fixed terms, regardless of when or if payment is received from its buyers; and

3) Suppliers that enter into a purchase and/or services agreement with Park Street shall have access to products stored under Park Street's supervision prior to purchase by Park Street.

9. I have considered the proposition to compromise the liability as charged herein, and, for the reasons embodied in the above abstract and statement, am of the opinion that it will be for the best interest of the United States to ACCEPT REJECT the terms proposed.

10. SIGNATURE AND TITLE [REDACTED] Deputy Asst. Administrator Field Operations	11. DATE March 30, 2023
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