

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
1600 U, Inc.)	
t/a Local 16)	
)	
Petition to)	Case No.: 16-PRO-00074
Terminate Settlement Agreements)	License No.: ABRA-060467
for a Retailer's Class CR License)	Order No.: 2016-674
)	
at premises)	
1600 U Street, N.W.)	
Washington, D.C. 20009)	

1600 U, Inc., t/a Local 16 (Petitioner)

Nicole Mann, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2B

Ted Guthrie, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The official records of the Alcoholic Beverage Control Board (Board) reflect that 1600 U, Inc., t/a Local 16 (Petitioner), entered into a Settlement Agreement with ANC 1C on February 19, 2002, and it was approved by the Board on March 13, 2002; a Settlement Agreement with ANC 2B on February 20, 2007, and it was approved by the Board on August 1, 2007; and a Settlement Agreement with Balfour Condominium on July 20, 2011, and it was approved by the Board on August 10, 2011.

On March 30, 2016, the Petitioner sought to terminate its Settlement Agreements, under D.C. Official Code § 25-446(d). The Petition to Terminate was protested by ANC 2B and ANC 1C.

The official records of the Board reflect that the Petitioner, ANC 2B, and ANC 1C have entered into a Settlement Agreement (Agreement), dated November 8, 2016, that governs the operation of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson Nicole Mann, on behalf of ANC 2B; and Chairperson Ted Guthrie, on behalf of ANC 1C; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and ANC 1C of the Petition to Terminate.

Accordingly, it is this 30th day of November, 2016, **ORDERED** that:

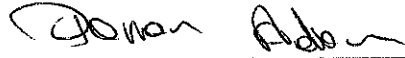
1. The Protests of the ANC 2B and ANC 1C in this matter are hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement dated November 8, 2016, submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Hours of Sales and Operation) (Provisional Approval of Expanded Rooftop Hours) – The third sentence shall be modified to read as follows: “If ANC 1C or ANC 2B notify the Board, in writing, that Applicant's increased rooftop hours are negatively affecting peace, order, and quiet of the neighborhood, then the later rooftop hours shall be reconsidered at the Applicant's next renewal upon the timely filing of a protest.”

The parties have agreed to this modification.

3. The Settlement Agreement dated February 19, 2002, between the Petitioner and ANC 1C; the Settlement Agreement dated February 20, 2007, between the Petitioner and ANC 2B; and the Settlement Agreement dated July 20, 2011, between the Petitioner and Balfour Condominium are hereby **TERMINATED**; and
4. Copies of this Order shall be sent to the Petitioner, ANC 2B, and ANC 1C.

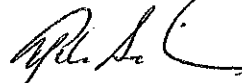
District of Columbia
Alcoholic Beverage Control Board



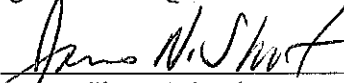
Donovan Anderson, Chairperson



Nick Alberti, Member

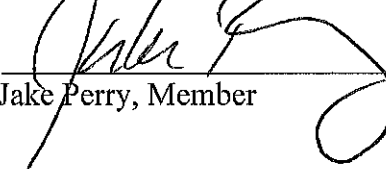


Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into on this 8th day of November, 2016 by and among 1600 U, Inc. t/a Local 16 ("Applicant"), Advisory Neighborhood Commission 2B ("ANC 2B"), and Advisory Neighborhood Commission 1C ("ANC 1C").

WHEREAS, Applicant is the holder of a retailers license Class CR for premises located at 1600 U Street, NW, Washington, DC;

WHEREAS, Applicant entered into a Voluntary Agreement concerning issuance of license for sale of alcoholic beverages with ANC 1C, dated February 19, 2002 which agreement was approved by the board pursuant order dated March 13, 2002;

WHEREAS, Applicant entered into a Voluntary Agreement pertaining to an entertainment endorsement dated February 20, 2007, which agreement was approved by the board by order dated August 1, 2007;

WHEREAS, Applicant entered into a Voluntary Agreement dated July 20, 2011 with the Balfour Condominium, which Voluntary agreement was approved by the Alcoholic Beverage Control Board of the District of Columbia ("Board") by order dated August 10, 2011;

WHEREAS, Applicant has, concurrent with its renewal, filed an application for termination or amendment of the three Voluntary Agreements;

WHEREAS, ANC 1C and ANC 2B timely filed protests to oppose termination or amendment of the agreements;

WHEREAS, the parties desire to enter into a new settlement agreement to replace the three previous agreements to address the communities' concerns about peace, order and quiet related to the operation of Applicant's business;

Now, therefore, in consideration of the mutual covenants hereinafter and set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS INCORPORATED. The recitals set forth above are incorporated here by reference.
2. HOURS OF SALES AND OPERATION.
 - A. Interior hours. There are no restriction on the applicant's interior hours of

operation or sales.

B. Unenclosed Sidewalk Café. The operating hours for the applicant's unenclosed sidewalk café shall not exceed the following hours:

Sunday – Thursday	10 am – 9:30 pm
Friday - Saturday	10 am – 10 pm

C. Summer Garden Rooftop.

Summer Garden Rooftop Provisional Hours:	Hours of Sale	Hours of Operation
Sunday – Thursday	10 am – 1 am	10 am – 1 am
Friday - Saturday	10 am – 2 am	10 am – 2:30 am

Summer Garden Rooftop Previously Approved Hours:	Hours of Sale	Hours of Operation
Seven days a week	11 am – 1 am	11 am – 1 am

Provisional Approval of Expanded Rooftop Hours. ANC 1C and ANC 2B have continuing concerns about the later summer garden rooftop hours sought by Applicant, but are sympathetic to Applicant's competitive disadvantage arising from later rooftop hours allowed to some of Applicant's competitors. The parties agree that the Board may provisionally approve the later rooftop Provisional Hours on a trial basis of one year from the date of the Board's order approving this Agreement. If, during the one year trial period, ANC 1C or ANC 2B notify the Board, in writing that Applicant's increased rooftop hours are negatively affecting peace, order and quiet of the neighborhood, then the Provisional Hours for the rooftop shall revert to the previously approved hours and the Board shall schedule a protest hearing on the appropriateness of the Applicant's request for later rooftop hours. If neither ANC 1C or ANC 2B advise the Board during the one year trial period of any negative effects arising from Applicant's later rooftop hours, the Provisional Rooftop hours shall be the allowable Rooftop hours, subject to other protests or Board orders.

3. NOISE AND MUSIC. There shall be no live music performed or played in the sidewalk café area or on the rooftop summer garden, and no recorded music played in the sidewalk

café area. Applicant has installed and shall maintain sound proof covering on all windows on the second floor of the restaurant. The sound proofing may be in the form of clear Plexiglas panels attached to the windows, roll down sound insulated draperies or other sound mitigating covers. The parties acknowledge that Applicant seeks to expand its entertainment endorsement to the first floor, which ANC 1C and ANC 2B do not oppose, provided Applicant installs and maintains sound proof coverings on the first floor windows sufficient to assure that live music is not audible in residences. As a condition to offering live entertainment on the first floor, Applicant shall install a noise mitigation buffer between the dining room on the first floor and the foyer area, if allowable under building and fire codes and other laws and regulations. Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a. Not to produce any sound, noise or music of such intensity that it may be heard in any residential premises by the use of any: (1) mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) musical instrument.
 - b. The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
 - c. Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
4. SIDEWALK CAFÉ RESTRICTIONS. There shall be no outdoor bar in the sidewalk café area and all beverage service to patrons in the café area shall be from bars located within the interior of the premises. Food and beverages shall only be served to seated patrons in the café area. Patrons shall only be served alcoholic beverages with food service in the sidewalk café area.
5. LITTER AND DEBRIS REMOVAL
- A. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-resistant dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
 - B. Exterior including public space.

1. Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.
2. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.
6. PUB CRAWLS AND COVER CHARGES. Applicant agrees not to promote or participate in bar or pub crawls. Applicant shall not collect a cover charge at the door for entry except in connection with charitable or political fundraising events.
7. CONSIDERATION. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment between the hours of 11pm and 7am to minimize conversation and noise outside the premises.
8. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for a complaint with ABRA. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: 1600 U Inc. t/a Local 16
 1600 U Street N.W.
 Washington, DC 20005
 Attn: Aman Ayoubi
 (202) 251-9276
 Aman16@comcast.net

With a copy to: Andrew J. Kline, Esq.

1225 19th Street NW, Suite 320
Washington, DC 20036
Akline@theveritaslawfirm.com

If to ANC 2B: ANC 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Nicole Mann
(202) 780-8262
Nmann2b08@gmail.com

If to ANC 1C: ANC 1C
P.O. Box 21009
Kalorama Station
Washington, DC 20009
Attn: Ted Guthrie
Tedguthrie3@gmail.com

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

9. WITHDRAWAL OF PROTEST. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 8th
day of November, 2016.

PROTESTANT:

ANC 2B

[Signature] 11/8/16
By: Printed Name

Nicole Mann
Signature

PROTESTANT:

ANC 1C

11/3/2016
By: Ted Guthrie, Chair

[Signature]
Signature

APPLICANT:

AYOUBI
1600 U Inc. t/a Local 16

AMAN AYOUBI / president

By: Printed Name/ Title