

In the Matter of:

License no.: 24431
Case no.: 33738-06/119P
Order no.: 2006-272

The official records of the Board reflect that the parties have reached an agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated December 19, 2006, the Protestants

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have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 20th day of December 2006, **ORDERED** that:

1. The protests of Mr. Bowie, Chairman, on behalf of ANC 2B, and Ms. Klein, on behalf of a group of five (5) or more residents, are **WITHDRAWN**;

2. The substantial change application of Buruca Brothers, Inc., t/a El Paraiso Restaurant, for a change in the establishment's hours of operation and for an entertainment endorsement at 1916-1918 14th Street, N.W., Washington, D.C., is **GRANTED**;

3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and

4. Copies of this Order shall be sent to the Protestants and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger
Charles A. Burger, Chairperson

Vera M. Abbott
Vera M. Abbott, Member

Judy A. Moy
Judy A. Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

Peter B. Feather
Peter B. Feather, Member

Albert G. Lauber, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December 2006, by and between Buruca Brothers, Inc., Trading as El Paraiso Restaurant (hereinafter the "Applicant"), and Advisory Neighborhood Commission (ANC) 2B, Elwyn Ferris, Phyllis Klein, Joel Lawson, Juan A. Mayer, Paula Schumann, Dion Sutton (hereinafter the "Protestant"), witnesses:

Whereas, the Applicant, Buruca Brothers, Inc. T/A El Paraiso Restaurant, 1916-1918 14th Street, NW, Washington, DC, License #24431, Retailers Class "C" Restaurant, has filed a Application for Substantial Changes, Application (#33738-06/119P), with the DC Alcoholic Beverage Control Board (hereinafter the "Board"); for a Substantial Change in Hours of Operation for the purpose of serving late night meals; and for an Entertainment Endorsement for recorded music and occasional dancing for the purpose of accommodating prearranged, contracted special events;

Whereas, the Protestant has filed before the ABC Board a protest opposing the granting of this substantial change application (#33738-06/119P);

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application; and (2) Protestant will agree to the issuance of a substantial change related to this license and withdrawal of the Protest upon signing of this agreement and *provided* that such agreement is incorporated into the Board's order renewing the license.

Whereas, the Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. **Hours**. Provided that the Applicant shall offer and serve a full dinner menu until at least one hour before closing everyday of the week, with last call for alcohol beverage service a half hour before closing time, and shall abide by the terms of this agreement, the hours of operation for the Establishment shall be:

<u>Day</u>	<u>Hours</u>
Sunday	11:00AM – 2:00AM
Monday	11:00AM – 2:00AM
Tuesday	11:00AM – 2:00AM
Wednesday	11:00AM – 2:00AM
Thursday	11:00AM – 2:00AM
Friday	11:00AM – 3:00AM
Saturday	11:00AM – 3:00AM

The above hours will only apply to the premises as currently configured and to the current full-service restaurant operation.

2. **Entertainment Endorsement.**

A. Entertainment

All entertainment, except for recorded background music provided by the Applicant, shall take place within one room, which has been designated by the Applicant as the "event room," located at the north end of the premises (see attached diagram). The offering of entertainment is contingent upon the Applicant installing commercial grade sound proofing in the "event room" to prevent sound and vibration from the amplified music from emanating outside the premises.

Except as otherwise provided herein, no live entertainment will take place within or outside the premises. Entertainment will not be advertised, require an admission fee or cover charge, or involve the use of outside promoters. As part of the dining experience offered at the Establishment, the Applicant will offer only the following entertainment:

- 1) Recorded background music;
- 2) Karaoke entertainment, defined as "an amateur singer or singers singing along with recorded music on microphone." will be allowed on Wednesday, Friday, Saturday and Sunday evenings only, with the specific understanding that the music will not be audible outside of the Establishment, except as may be audible on public space when persons are in the act of using the front door for ingress or egress. Karaoke shall end no later than 12:30 a.m. on Wednesday and Sunday and 1:45 a.m. on Friday and Saturday. Nothing in this subsection shall preclude an employee of the establishment from operating or playing a CD player in conjunction with Karaoke.
- 3) Pre-recorded music selected and played by a disc jockey will be permitted only in conjunction with reserved, private, dining events, such as receptions and parties, which shall be contractually prearranged between the customer and the Applicant.

B. Dancing

Within the Establishment, occasional dancing to recorded music and to recorded music played by a disc jockey shall be permitted in conjunction with reserved, private dining events, such as receptions and parties, which shall be contractually prearranged between the customer and the Applicant. Furthermore, it is understood that during such private dining events, the area designated for dancing will be an area no larger than 10' by 10' created by a temporary rearrangement of the restaurant tables and chairs in the "event room." The applicant agrees not erect or construct any stage or dance floor within the Establishment.

The Applicant agrees that there shall be no dancing except at the private events, as described above, and if at other times, any more than ten people begin to dance, the manager at the Establishment will require his customers to honor this policy.

C. Legitimate charitable events and political fundraisers

In the event that the Applicant contracts private events at the Establishment for the purpose of charitable or fundraising purposes, sponsored by or on behalf of organizations qualified as such under the Internal Revenue Code, or in connection with legitimate political fundraising activities for local or national campaigns or registered candidates, donations may be collected on the premises.

3. **Noise.** Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Applicant shall strictly maintain music, noise and vibration levels within its premises so as not to be audible outside the building and specifically to residents behind and adjacent to the Establishment. No outdoor music, live or taped, shall be heard or played. Applicant will post signs to encourage its patrons not to disturb the residential neighborhood adjoining the 14th and U Street corridors, and will make public announcements to the **same** effect nearing its closing hours. The applicant further agrees to keep its back and side doors closed during any event or entertainment hosted by the Applicant.
4. **Loitering.** Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front, and on the areas of Applicant's property adjacent to, and to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing. The Applicant shall contact police when loiterers refuse to leave.
5. **Security Measures.** To prevent trespassing, littering, loitering, and public urination, the Applicant agrees to promptly install a lockable, security fence to secure the exterior of his property, which lies adjacent, to the south, and behind, to the east, of the premises. Applicant shall install exterior lighting at the rear of the building.
6. **Patrons.** The Applicant shall aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of other patrons, pedestrians, and neighboring residents is compromised by practicing the following:
 - No patrons entering the Establishment intoxicated shall be served alcoholic beverages.
 - No patrons shall be served alcoholic beverages beyond the point of intoxication.
7. **Trash/garbage/rodents.** Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. All garbage from the restaurant will be stored inside the restaurant, or in appropriate containers adjacent to the building. Applicant shall provide rat and vermin control in the trash and dumpster areas and in the rear of the property.

8. Exterior and public space areas.

- (a) Applicant will monitor areas in the front and side of, and in the rear of the
- (a) Establishment daily to remove food, trash, and debris.
- (b) Applicant shall assist in the maintenance of the rear and side of the premises, 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 and comply with all applicable D.C. laws and regulations in these respects.

- (c) Applicant will comply with all applicable signage regulations and will remove those that are in violation.

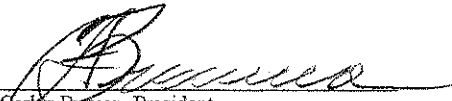
10. **Consideration.** Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those leaving the Establishment to keep conversations and noise down after 10 pm. Applicant agrees that there will be no disposal of glass bottles into the outdoor trash receptacles after 9:30 pm.
11. **Cooperation with Residents.** The Applicant agrees to meet, as needed, with the Protestant to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestant to resolve these problems.
12. **Modification.** This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.
13. **Notices.** Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, return receipt requested, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.
- a. If to the Protestants:
- (1) Advisory Neighborhood Commission 2B
#9 Dupont Circle, NW
Washington, DC 20036
- (2) P. D. Klein, Authorized Representative
Protestants of Record
P.O. Box 73572
Washington, DC 20056-3572
- b. If to the Applicant:
Buruca Brothers, Inc. T/A
El Paraiso Restaurant
1916 Fourteenth Street, NW
Washington, DC 20009
- With a copy to:
- Andrew J. Kline, Esquire
1225 Nineteenth Street, NW Suite 320
Washington, DC 20036
- The parties may change the notice address listed above by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation.
14. **Conditions of Liquor License.** The Applicant shall adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days, repeated violation, shall be grounds to request the board to bring a Show Cause action against the Applicant.

15. **Regulations.** In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
16. **Withdrawal of protest.** Protestant agrees to the issuance of the substantial change (or license application) to the license and the withdrawal of their protest upon execution of this Agreement and *provided* that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

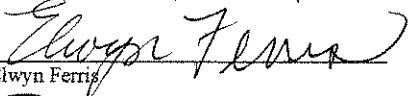
WITNESS:

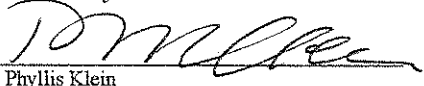
APPLICANT:
Buruca Brothers, Inc.
T/A El Paraiso Restaurant

By: 
Carlos Buruca, President

PROTESTANTS:

By: _____
Chair
Advisory Neighborhood Commission 2B

By: 
Elwyn Ferris

By: 
Phyllis Klein

By: _____
Joel Lawson

By: _____
Juan A. Mayer

By: _____
Paula Schumann

By: _____
Dion Sutton

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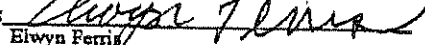
WITNESS:

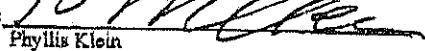
APPLICANT:
Buruca Brothers, Inc.
T/A El Paraiso Restaurant


By: 
Carlos Buruca, President

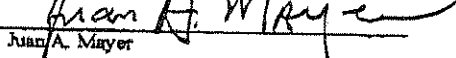
PROTESTANTS:

By:  12/20/06
Chair
Advisory Neighborhood Commission 2B

By: 
Elwyn Ferris

By: 
Phyllis Klein

By: 
Joel Lawson

By: 
Juan A. Mayer

By: 
Paula Schumann

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WITNESS:

APPLICANT:
Borus Brothers, Inc.
T/A El Paraiso Restaurant

By: [Signature]
Carlos Borus, President

PROTESTANTS:

By: Don D. Bowie 12/20/06
Chair
Advisory Neighborhood Commission 2B

By: [Signature]
Elwyn Ferris

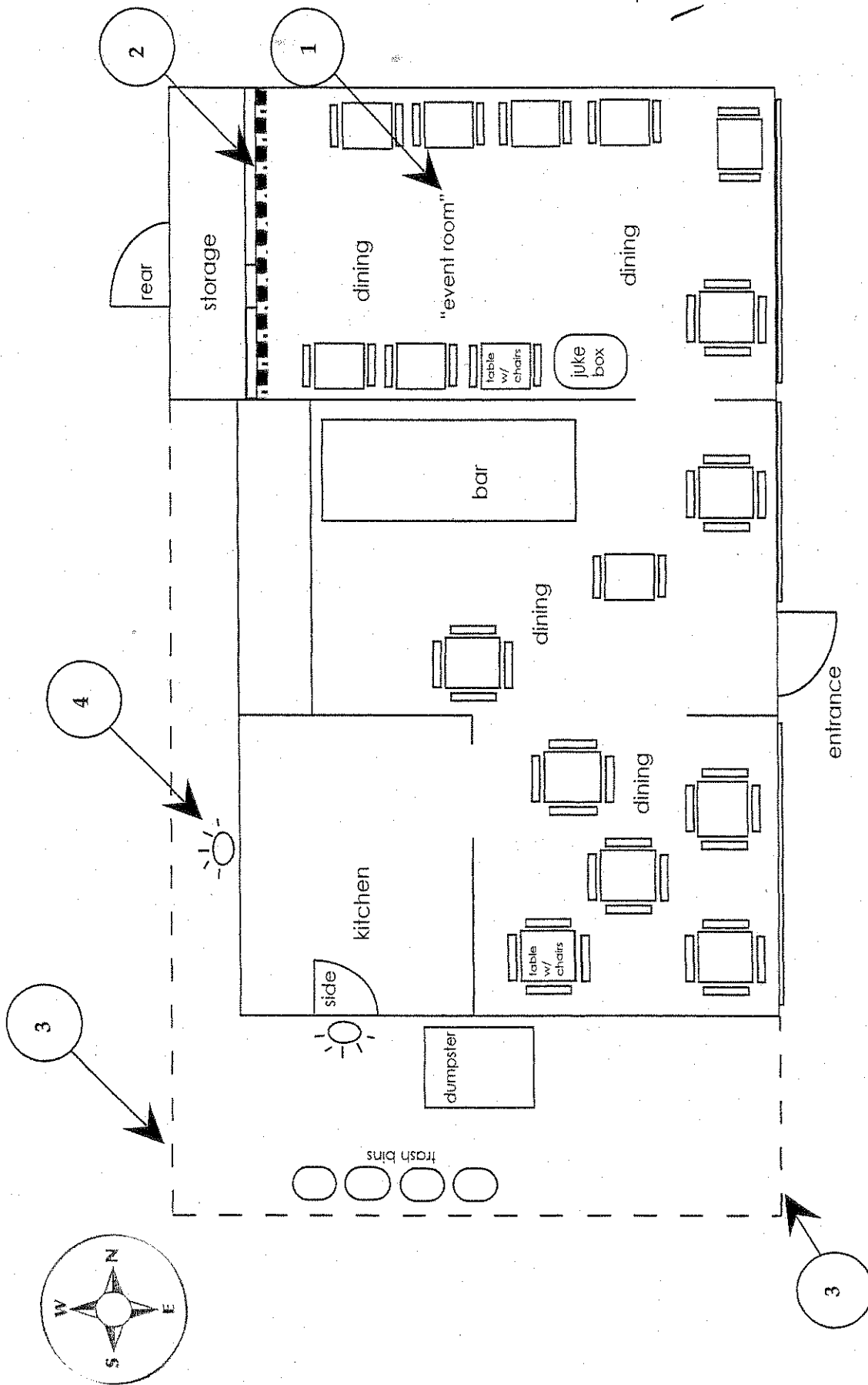
By: [Signature]
Phyllis Klein

By: Joel Lawson pm
Joel Lawson

By: [Signature]
Juan A. Mayer

By: [Signature] pm
Paula Schumann

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Attachment to Voluntary Agreement 12-19-06

Diagram of El Paraiso Restaurant

1916-1918 14th Street, NW
Washington, DC 20009

- ① Location of event room (Ref. VA: 2. Entertainment Endorsement)
- ② Soundproofing of event room (Ref. VA: 2. Entertainment Endorsement)
- ③ Installation of lockable security fence. (Ref. VA: 5. Security Measures)
- ④ Installation of exterior lighting in rear of premises. (Ref. VA: 5. Security Measures)