

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

In the Matter of:)	
)	
@1015, LLC)	
t/a @1015)	
)	
Holder of a)	
Retailer's Class CT License)	License No.: ABRA-109294
)	Order No.: 2020-046
at premises)	
1015 7th Street, NW)	
Washington, D.C. 20001)	
)	

@1015, LLC, t/a @1015, Applicant

Alexander Marriott, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6E

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that @1015, LLC, t/a @1015 (Licensee), and ANC 6E have entered into a Settlement Agreement (Agreement), dated December 22, 2019, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Alexander Marriott, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 15th day of January, 2020, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Interior Hours) – The following language shall be removed:
“(4) and on “Daylight Saving Time Extension of Hours” as designated by the ABC Board, Establishment may operate, sale, serve, and permit the consumption of alcoholic beverages for one additional hour later.”


The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 6E.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

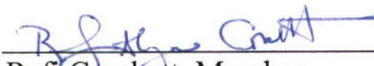


James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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

by and between:

@1015, Inc. /a. @1015
and

Advisory Neighborhood Commission No. 6E

for premises located at
1015 7th Street, NW, Washington DC 20001

Recitations

WHEREAS, @1015, Inc. ("Establishment"), is a corporation organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia; and,

WHEREAS, the premises on 1015 7th Street, NW is located within Advisory Neighborhood Commission 6E ("ANC 6E"); and,

WHEREAS, the Establishment has filed for a renewal of a Class "CT" Tavern license under the D.C. Alcoholic Beverage Control Act ("Application") with the ABC Board; and,

WHEREAS, the Establishment seeks approval to operate a tavern at 1015 7th Street, NW, with an Entertainment Endorsement; and,

WHEREAS, the Establishment and ANC 6E (collectively, the "Parties") desire to resolve potential issues in the operation of @1015 located at 1015 7th Street, NW, ("Establishment") and enter into this Settlement Agreement ("Agreement") in exchange for ANC 6E's support of the Application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Interior Hours:**

- a.) The Hours of Operation on the interior premises shall be:
- i. Sunday through Thursday: 11:00am to 2:00am; and
 - ii. Friday and Saturday: 11:00am to 3:00am.

- b.) The Hours of Alcoholic Beverage Sales, Service, and Consumption on the interior premises shall be:
- i. Sunday: 11:00am to 2:00am;
 - ii. Monday through Thursday: 11:00am to 2:00am; and
 - iii. Friday and Saturday: 11:00am to 3:00am.

Provided, however (1) on days designated by the ABC Board as "extended Hours for ABC Establishments" Establishment may operate and serve alcoholic beverages for one additional hour

(that is, one hour later); (2) in the event the Council of the District of Columbia or the ABC Board grant licenses in general operating hours for particular dates, holidays or events (e.g. inauguration, World Cup), Establishment may avail itself to such extended hours; (3) on January 1 of each year, Establishment may operate and serve alcoholic beverages until 4:00am and may apply for permission a One Day Substantial Change provide Entertainment until 3:00am on January 1 of each year; (4) and on "Daylight Saving Time Extension of Hours" as designated by the ABC Board, Establishment may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later.

c.) The Hours of Entertainment on the interior premises shall be:

- i. Sunday: 6:00pm to 2:00am;
- ii. Monday through Thursday: 6:00pm to 2:00am; and
- iii. Friday and Saturday: 6:00am to 3:00am.

3. Public Space and Trash. Establishment shall take reasonable measures to maintain the cleanliness of the premises and adjacent public property is free of trash/waste, including the sidewalk in front of the establishment. Establishment shall cause extermination services to be provided to the establishment by a reputable exterminator on at least a monthly basis.

4. Noise. Establishment will comply with all D.C. Official Code §25-725:

a) During all times, amplified music emanating from the boundaries of the establishment's premises (except during times that the doors are open for ingress or egress) shall not be audible in the neighboring community.

b) Doors and windows: The doors and windows of the premises shall be kept closed at all times during business hours when music is being played or when sound amplification is being used on the premises except when patrons are in the act of entering or leaving the premises. At the close of business when the number of departing patrons necessitates keeping doors open, Establishment will lower internal sound levels as necessary,

5 Security

a) Establishment will have on the Premises a minimum of one security person but more as needed, whose sole responsibility is monitoring of the peace, order and quiet of the Establishment and its immediate environs.

b) Establishment shall take all necessary steps to prevent patron rowdiness, including refusing admission and service to, or ejecting rowdy or unruly persons.

c) Establishment shall make every effort to prohibit and prevent loitering or criminal activity on or adjacent to the Premises, including without limitation calling the Metropolitan Police Department if illegal activity is observed.

d) Establishment must submit a written security plan to ABRA.

6. Construction of Agreement. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6E does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.

7. Notice and Opportunity to Cure. In the event that either party is in breach of this Agreement, the breaching party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of the Agreement. If the breaching party fails to cure within thirty (30) days, (or, within respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code §25-447.

If to Establishment: @1015
1015 7th Street, NW
Washington, DC 20001
Attn: Ben Urey
Email: sbenurey@yahoo.com

If to ANC: Advisory Neighborhood Commission 6E
P.O. Box 93020
Washington, DC 20090
Attn: Alexander Marriott
Email: alexmarriottanc@gmail.com

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

10. No Protest. Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 6E agrees to support the Establishment's pending ABC license Renewal and shall refrain from filing a protest against Establishments's pending license renewal.

In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement.

@1015 LLC

By: 

Date: 12/19/2019

Advisory Neighborhood Commission 6E

By: 

Alexander Marriott, Chair

Date: 12/22/19