

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

In the Matter of:)
)
)
 Brooklyn on U, LLC)
 t/a Brooklyn)
)
 Applicant for a New)
 Retailer's Class CR License)
)
 at premises)
 1212 U Street, NW)
 Washington, D.C. 20009)
)

License No.: ABRA-111411
Order No.: 2018-708

Brooklyn on U, LLC, t/a Brooklyn (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Brooklyn on U, LLC, t/a Brooklyn (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated November 1, 2018, 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 James A. Turner and Commissioner John Green, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 28th day of November, 2018, **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 10 (Binding Effect) – The following language shall be removed:
“and assigns.”

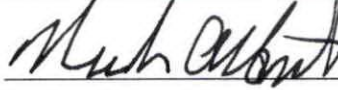
The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



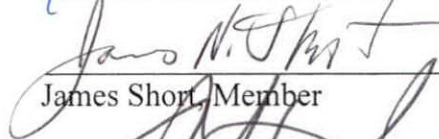
Donovan Anderson, Chairperson



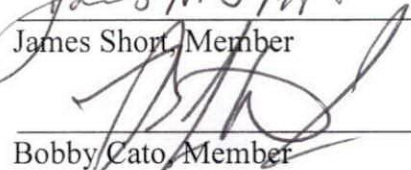
Nick Alberti, Member



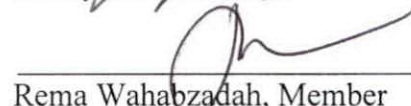
Mike Silverstein, Member



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, 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 Concerning Issuance of
License ABRA-111411 to
Brooklyn on U, LLC,
1212 U Street, N.W.**

N **THIS SETTLEMENT AGREEMENT ("Agreement") made and entered on this**
November 1 day of October, 2018, by and between Brooklyn on U, LLC ("Applicant")
and ANC 1B ("ANC") (collectively, "the Parties").

RECITALS

WHEREAS, the Applicant has filed an application for a Class "C" Restaurant (ABRA-111411) License for a business establishment located at 1212 U Street, N.W. ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("ABC Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into an Agreement pursuant to D.C. Official Code §25-446 to address such concerns:

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

1. Nature of the Establishment.

- a. The Applicant will manage and operate a Class Restaurant Establishment, as defined by the Board. Any change from this model shall require prior approval by the ABC Board.
- b. The Establishment shall have an Entertainment Endorsement.
- c. Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing in the Establishment.
- d. Applicant may use its Entertainment Endorsement for ambient music (including music presented by DJs) only.
- e. Applicant may not have a cover charge in the Establishment.

Hours of Operation and Sales. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

f. Hours of Operation and Sales:

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	2:00 a.m.
Monday	11:00 a.m.	2:00 a.m.
Tuesday	11:00 a.m.	2:00 a.m.
Wednesday	11:00 a.m.	2:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

- g. Applicant shall be permitted to apply to ABRA for additional holiday hours for indoor operation only.
- h. Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

2. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. No music/entertainment will be permitted outside the Establishment.
- c. The Applicant agrees to keep its doors and windows closed when music is being played at the establishment; but, the applicant may open its window panels seasonably, provided that the music is not audible beyond the street curbside after 10:00 PM.
- d. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.

3. Trash and Odors.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within two weeks. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall arrange for trash and recycling collection a minimum of four times per week.
- d. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 7:00 a.m. and shall not allow trash collection to occur during these hours as well.
- e. Applicant shall keep the exterior of the Establishment free of litter, bottles, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of once a week.
- f. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

4. Rat and Vermin Control.

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of [Four] times a year or when asked by the community.

5. Security and Public Safety.

- a. Before opening, the Applicant agrees to add and maintain security cameras.
 - b. The Applicant agrees that the cameras will cover the back lot, and the front and adjoining sidewalk of the property for public safety purposes.
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- c. Applicant shall ensure that (i) The cameras utilized by the establishment are operational; (ii) Any footage of a crime of violence or a crime involving violent crime is maintained for a minimum of 60 days and (iii) The security footage is made available within 48 hours upon request of MPD, ABRA, or the ANC IB.
- d. The Applicant must remove graffiti from the front and back of the establishment within two weeks of written notification.

6. Promoters.

- a. Applicant shall not use any outside promoters in any aspect of its business. However, such latter restrictions shall not preclude the Licensee from closing its premises to the general public from time to time in order to accommodate invitation-only private functions.

7. Parking.

- a. Applicant shall not accept services or deliveries from vendors or contractors that park vehicles illegally, or allow its employees to park their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.

8. Personnel.

- a. All bartenders employed by the Applicant shall be certified as having completed an "Alcohol Awareness Training" program recognized by the Alcoholic Beverage Regulation Administration (ABRA)
- b. The Applicant shall not permit the use of outside security personnel not in the Applicant's direct employ on the premises.

9. Compliance with Regulations. Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

10. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

11. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request

12. Notices.

a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:
Brooklyn on U, LLC
1212 U Street, NW
Washington, DC 20009

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class "C" Restaurant (ABRA-111411) to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class "C" Restaurant license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

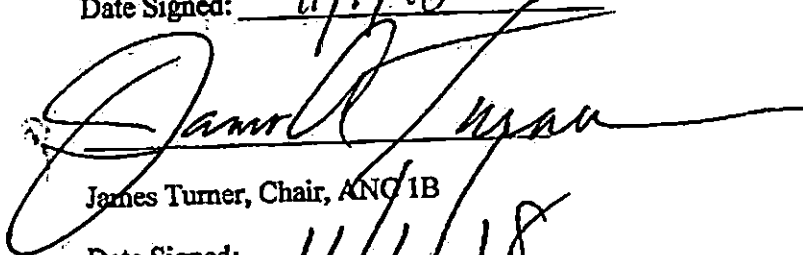
ANC:

Advisory Neighborhood Commission 1B



John Green, Commissioner for ANC 1B12

Date Signed: 11/1/18

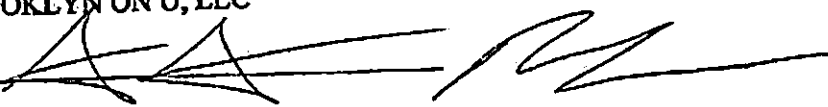


James Turner, Chair, ANC 1B

Date Signed: 11/1/18

APPLICANT:

BROOKLYN ON U, LLC

By: 

Print Name/Title Managing Member

Date Signed: 11/1/18 11/1/18