

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

In the Matter of:

Gunju 1924, LLC
t/a Korean BBQ

Applicant for a New
Retailer's Class CR License

at premises
1921 8th Street, NW, #115
Washington, D.C. 20001

License No.: ABRA-112322
Order No.: 2019-064

Gunju 1924, LLC (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 Gunju 1924, LLC, t/a Korean BBQ (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated January 9, 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 James A. Turner and Commissioner Anita Norman, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 6th day of February, 2019, **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



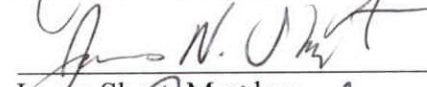
Donovan Anderson, Chairperson



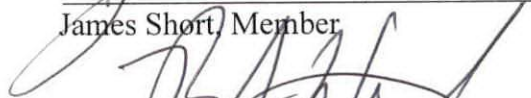
Nick Alberti, Member



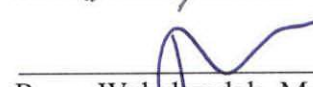
Mike Silverstein, Member



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 ABR-112322 to
{Gunju 1924, LLC}, t/a {Korean BBQ},
{1921 8th St. N.W., #115}**

THIS AGREEMENT, made and entered into this 9th day of January 17/10/2019, by and between {Gunju 1924, LLC}, t/a {Korean BBQ} ("Applicant") and ANC 1B ("ANC") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class {CR} (ABR-112322) (Gunju 1924 LLC) for a business establishment located at {1921 8th St. N.W., #115} ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("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) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement:

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

1. Nature of the Establishment.
 - a. The Applicant will operate and manage a Class {CR} Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
 - b. The Establishment shall be a {Restaurant}.
 - c. Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing.
 - d. Applicant shall not have live entertainment and shall not market, advertise, or promote live entertainment.
 - e. The Establishment shall have a maximum occupancy of {150}. Applicant shall post its Certificate of Occupancy in public view at all times.

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

a. Hours of Indoor Operation and Sales

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

b. Hours of Operation and Sales in Summer Garden

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	12:00 a.m.
Monday	10:00 a.m.	12:00 a.m.
Tuesday	10:00 a.m.	12:00 a.m.
Wednesday	10:00 a.m.	12:00 a.m.
Thursday	10:00 a.m.	12:00 a.m.
Friday	10:00 a.m.	1:00 a.m.
Saturday	10:00 a.m.	1:00 a.m.

c. Hours of Operation and Sales in Sidewalk Cafe

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	12:00 a.m.
Monday	10:00 a.m.	12:00 a.m.
Tuesday	10:00 a.m.	12:00 a.m.
Wednesday	10:00 a.m.	12:00 a.m.
Thursday	10:00 a.m.	12:00 a.m.
Friday	10:00 a.m.	1:00 a.m.
Saturday	10:00 a.m.	1:00 a.m.

- d. Applicant shall be permitted to apply to ABRA for additional holiday hours for indoor operation only.

3. 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. Applicant shall take all necessary actions, to the extent possible, 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.
- c. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the establishment.
- d. Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure; per DCMR §22-1321 ("disorderly conduct"), that "[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences."
- e. Applicant shall coordinate with vendors to ensure that deliveries occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. In the event that a delivery occurs outside of this window, the applicant will contact the vendor to adjust the delivery schedule. No deliveries, except fresh food, shall be accepted on Sunday.
- f. Applicant will ensure no temporary or permanent speakers will be present on or in the [sidewalk café and/or summer garden]. Applicant will restrict patrons from using electronic devices as speakers to play music. Applicant agrees not to have any live or recorded music or entertainment on or in the [sidewalk café and/or summer garden]. Applicant agrees to post signage notifying patrons that business is located in residential area and request patrons to be respectful. Patrons must be seated on the sidewalk café and/or summer garden for service.

4. 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 72 hours. 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 [6] times per week.

- d. Applicant shall arrange for grease removal a minimum of [2] per month.
- e. 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.
- f. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of [2] per month.
- g. Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external and internal emission of odors.
- h. Applicant shall place a no smoking sign outside of establishment.

5. 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 [3] per quarter and shall maintain recommended pest control measures.

6. Security.

- a. Applicant shall have a minimum of six (6) to eight (8) security cameras placed inside and outside of establishment.

7. Parking.

- a. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

8. 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.

9. Notice and Opportunity to Cure: In the event that any of the parties are in breach of this Agreement, each such party 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 thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period; with 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) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing, 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.

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:
{LEGAL NAME}, vs. {TRADE NAME}
{ADDRESS}
Washington, DC 20001

b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

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 {CLASS} license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class {CLASS} 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 IB

Anita Norman, representative for ANC IB

Date Signed: 1/9/19

James Turner, Chair, ANC IB

Date Signed: 1/9/19

APPLICANT:

{LEGAL NAME}, aka {TRADE NAME}

By: [Signature]

Print Name/Title: DANIEL KRAMER
MANAGING PARTNER

Date Signed: 01/09/2019