

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

In the Matter of:)
)
BlueFin Sushi to Go, LLC)
t/a BluFin Sushi to Go)
)
Application for Substantial Change)
(Transfer to a New Location) and)
Terminate Existing Settlement Agreement)
for a Retailer's Class CR License)
)
at premises)
3073 Canal Street, NW)
Washington, D.C. 20007)
_____)

Case No.: 18-PRO-00008
License No.: ABRA-108308
Order No.: 2018-146

BlueFin Sushi to Go, LLC, t/a BluFin Sushi to Go (Applicant)

Lisa Palmer, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
2E

Arlette Cahen-Coppock, on behalf of A Group of Seven Individuals

Roger Uhar, Abutting Property Owner

Louise Sagalyn, Abutting Property Owner

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

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF PROTESTS
AND TERMINATING EXISTING SETTLEMENT AGREEMENT**

The Application filed by BlueFin Sushi to Go, LLC, t/a BluFin Sushi to Go, for a Substantial Change for a transfer to a new location from 1515 Wisconsin Avenue, NW, to

3073 Canal Street, NW, of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 20, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, a Group of Seven Individuals, Roger Uhar, and Louise Sagalyn have entered into a Settlement Agreement (Agreement), dated March 31, 2018, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Lisa Palmer, on behalf of ANC 2E; Arlette Cahen-Coppock, on behalf of the Group of Seven Individuals; Roger Uhar; and Louise Sagalyn; are signatories to the Agreement.

The Agreement constitutes a withdrawal of the Protests filed by ANC 2E, the Group of Seven Individuals, Roger Uhar, and Louise Sagalyn.

Furthermore, pursuant to D.C. Official Code § 25-317(b), the Board grants the Applicant's petition to terminate the existing settlement agreement, dated November 13, 2014, attached to the license at the location 1515 Wisconsin Avenue, NW, Washington, D.C. *See Applicant Letter to ABC Board dated April 3, 2018.*

Accordingly, it is this 4th day of April, 2018, **ORDERED** that:

1. The Application filed by BlueFin Sushi to Go, LLC, t/a BluFin Sushi to Go, for a Substantial Change for a transfer to a new location from 1515 Wisconsin Avenue, NW, to 3073 Canal Street, NW, of its Retailer's Class CR License, is **GRANTED**;
2. The Protests of ANC 2E, the Group of Seven Individuals, Roger Uhar, and Louise Sagalyn in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement, dated March 31, 2018, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Subsection 1(b) (Hours of Alcohol Service) – The language “Hours of Service” shall be replaced with the language “Hours of Sale, Service, and Consumption.”

Subsection 3(b) (Noise) – “§ 2(a)” shall be replaced with “§ 2(b).”


The parties have agreed to these modifications.

4. The Settlement Agreement, dated November 13, 2014, attached to the license at the location 1515 Wisconsin Avenue, NW, Washington, D.C. is hereby **TERMINATED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 2E, Roger Uhar, Louise Sagalyn, and Arlette Cahen-Coppock, on behalf of the Group of Seven Individuals.

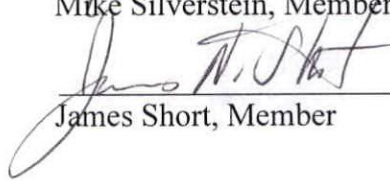
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson

Nick Alberti, Member




Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Caffo, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 31st day of March 2018 by and between Bluefin Sushi To Go, LLC t/a Bluefin Sushi To Go ("Applicant") and Advisory Neighborhood Commission ("ANC 2E"), the Group of 7, and two abutting property owners (collectively, the "Protestants").

WITNESSETH:

WHEREAS, Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (ABC Board) to transfer license from 1515 Wisconsin Avenue NW to 3073 Canal Street NW (Premises);

WHEREAS, ANC 2E has concerns about the effect of Applicant's operation on nearby residents;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC 2E hereby agree as follows:

1. Hours of Operation. Applicant agrees that its hours shall not exceed the following:
 - a. Hours of Operation:

Sunday through Thursday: 10:00am – 10:00pm
Friday and Saturday: 10:00am – 11:00pm
 - b. Hours of Alcohol Service:

Monday through Thursday: 11:00am – 10:00pm
Friday: 11:00am – 11:00pm
Saturday: 10:00am – 11:00pm
Sunday: 10:00am – 10:00pm
2. Cleaning. When Applicant endeavors to clean the Establishment between closing for the day and opening the next day, Applicant will take reasonable steps to begin cleaning the second and third floors within one hour of closing of the Establishment, and prior to cleaning the first floor.
3. Noise.
 - a. Establishment shall install soundproofing on the second floor to help mitigate sound transfer, including the sound of bass, into neighboring homes.
 - b. Prior to serving food and/or alcohol on the third floor of the Premises, Applicant shall install the same or equivalent soundproofing as noted in Section 2a on the third floor to help mitigate sound transfer, including the sound of bass, into neighboring homes.

- c. Applicant shall take reasonable measures to ensure that no music or noise, including voices, from inside the Establishment shall be audible either on the street in front of the Premises or in surrounding residences at any time;
- d. After 8pm, windows and doors of the premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the premises
- e. Applicant shall present only recorded background music inside the Premises. Applicant shall not use a microphone to amplify voices at any time inside the Establishment.
- f. Applicant shall not play any music after the restaurant is closed.

2. Patrons and Employees.

- a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering immediately in front of or behind the premises.
- b. Applicant shall maintain a clearly visible sign near the exit of the Premises which encourages its patrons and employees to be respectful of the surrounding neighbors and leave in a quiet, orderly manner.

3. Business.

- a. No promoters will conduct business on the Premises;
- b. Cover charges will never be collected to enter the Premises or partake in the Applicant's offerings;

4. Deliveries: Applicant shall inform all vendors that no deliveries are to be made through the alley behind the Premises. Furthermore, Applicant shall take reasonable steps to ensure that deliveries are not made from the back alley.

5. Trash.

- a. All trash, refuse, recycling, etc. will be discarded and stored in the designated trash area in rodent resistant containers located in the rear alley; at all times, Applicant shall take reasonable measures to ensure that the Establishment's trash bins will be kept closed. Should there be too much trash to keep the refuse bin closed, the Establishment will add another bin for use within 15 days of noticing that the existing bin is overflowing. Establishment agrees that all trash and other refuse containers will remain closed at all times except for when trash is being added or removed into such containers
- b. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside of the premises between 8pm and 9am;
- c. Trash pickup shall not occur between the hours of 10pm and 7am;
- d. Applicant shall take reasonable steps to ensure that trash pickup occurs two times per week, except holidays;
- e. Applicant shall take reasonable measures to keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other

debris in compliance with D.C. Code and Municipal Regulations. Applicant shall take reasonable measures to ensure that the public space adjacent to and in front of the premises is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day.

- f. Applicant shall enter into a pest control contract with a licensed pest control company containing commercially reasonable terms. Contracted control services shall be performed at least once a month.
6. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. Applicant shall keep every complaint on file for a minimum of three years from the date on which the complaint was made.
7. Exterior Lights. Applicant shall ensure that the exterior lighting does not shine in the direction of the neighboring residential properties.
8. **NOTICE AND OPPORTUNITY TO CURE:** In the event that either party believes that the other(s) materially breached any obligations under this Agreement, such party shall give written notice to the other(s) of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach relates to lighting shining into residences; or trash storage, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order, and quiet). The Parties waive their entitlement to notice for breaches involving operation outside of the approved Hours of Operations or Hours of Sales & Service of Alcoholic Beverages; and where the breach relates to the "Noise" provisions of Sections 2 of this Agreement.

If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the Parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation.

If to Applicant:

Bluefin Sushi To Go, LLC t/a Bluefin Sushi To Go

3073 Canal Street, NW
Washington, DC 20007
Attn: Sangjoon Kim
Tel: 571-309-3385
Sangjoonkim72@gmail.com

If to ANC:

ANC 2E
3265 S Street, NW
Washington, DC 20007
Tel: (202) 724-7098
2e05@anc.dc.gov

9. Protest withdrawn. Upon execution of this Agreement by the Parties, the Protestants shall withdraw the protests of the Applicant's pending license application.

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

Applicant:

Bluefin Sushi To Go, LLC t/a Bluefin Sushi To Go

By: Sangjoon Kim



ANC:

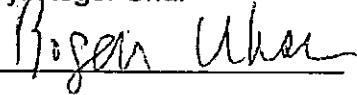
ANC 2E

By: Lisa Palmer, SMD2E05



Abutting property owner:

By: Roger Uhar



Abutting property owner:

By: Louise Sagalyn



Group of 7:

By: Arlette Cahen-Coppock

Arlette Cahen-Coppock