

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

**In the Matter of:** )  
 )  
BW 3, LLC )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
400 K Street, NW )  
Washington, D.C. 20001 )  
\_\_\_\_\_ )

License No.: ABRA-108498  
Order No.: 2018-104

BW 3, LLC (Applicant)

Alexander T. Marriott, Chairperson, Advisory Neighborhood Commission (ANC) 6E

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that BW 3, LLC, Applicant for a new Retailer's Class CR License, located at 400 K Street, NW, Washington, D.C., and ANC 6E have entered into a Settlement Agreement (Agreement), dated February 6, 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 and Chairperson Alexander T. Marriott, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 7th day of March, 2018, **ORDERED** that:

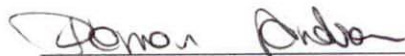
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Subsection 5(a) – This Subsection shall be modified to read as follows: “During all times, amplified music emanating from the boundaries of the Restaurant's premises (except during times that the doors are open for ingress or egress) shall not be audible in the neighboring community.”

The parties have agreed to this modification.

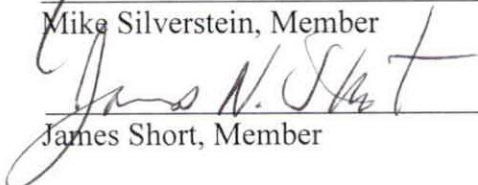
2. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

\_\_\_\_\_  
Donald Isaac, Sr., 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 14<sup>th</sup> 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).

*ATW*

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 6 th day of Feb. 2018 by and between BW3, LLC ("Applicant"), at 400 K Street, N.W., Washington, DC 20001, ABRA License #108498 and Advisory Neighborhood Commission 6E (the "ANC"), (collectively, the "Parties"),

**WITNESSETH**

WHEREAS, Applicant has filed an application for a Retailer's Class "C" License, for a business establishment (the "Establishment") located at 400 K Street, NW, Washington, DC 20001 (the "Premises"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's application conditioned upon the Applicant's compliance with the terms of this written Agreement.

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. **Hours of Operation.** Applicant's hours of operation and alcoholic beverage sales, service, and consumption inside the establishment shall not exceed the following:

Sunday through Thursday:	8:00 A.M. – 1:00 A.M.
Friday and Saturday:	8:00 A.M. – 2:00 A.M.

Notwithstanding the forgoing, Applicant may apply for extended hours on holidays, inauguration week and for other special hours extensions which may be allowed by law.  
**Sidewalk Café: Hours of Operation and Hours of Alcoholic Beverage Sales, Service, and Consumption on Sidewalk Café shall not exceed:**
  - a) Sunday through Saturday: 8:00am to 11:00pm.
  - b) The sales of alcoholic beverages on the Sidewalk Café shall end at 11:00pm.
3. **Public Space and Trash.** Applicant shall take reasonable measures to keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall take reasonable measures to monitor these areas sufficiently to assure that refuse and other materials are promptly removed.
4. **Owner shall cause extermination services to be provided to the Restaurant by a reputable exterminator on at least a monthly basis.**
5. **Noise.** Applicant acknowledges familiarity with and agrees to comply with all applicable noise control provisions of DC law and regulations. Further, Applicant shall make

commercially reasonable efforts to contain within its establishment any and all noise so that no noise exceeding lawful decibel levels is detectable outside the establishment.

Applicant will comply with all D.C. Office Code §25-725:

- a) During all times, amplified music shall not exceed [65] dBA as measured at the boundaries of Restaurant premises (except during times the doors are open for ingress and egress).
- b) Amplified sound emanating from the licensed premises that is audible in other nearby residential premises is prohibited.

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, with respect to a breach which reasonably requires more than 30 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 Applicant: BW3, LLC  
400 K Street, N.W.  
Washington, DC 20001  
Attn: Anthony Velasquez  
Email: [tony@bakedandwired.com](mailto:tony@bakedandwired.com)

If to ANC: Advisory Neighborhood Commission 6E  
PO Box 26182, LeDroit Park Station  
Washington, DC 20001  
Attn: Alexander Marriot  
e-mail: [alexmarriotanc@gmail.com](mailto:alexmarriotanc@gmail.com)

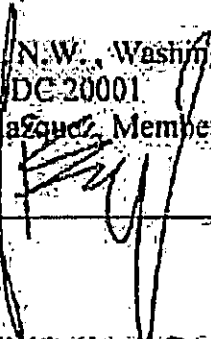
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

7. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall not protest the Applicant's pending license application.

*Signatures on the next page*

Applicant:

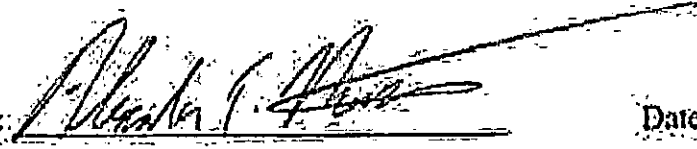
BWS, LLC  
400 K Street N.W., Washington, DC 20001  
Washington, DC 20001  
Anthony Velazquez, Member

Signature: 

Date: 02-06-18

ANC:

Advisory Neighborhood Commission 6E  
PO Box 26182, LeDroit Park Station  
Washington, DC 20001  
Alexander Marriott, Chair

Signature: 

Date: 2/6/18



**ADVISORY NEIGHBORHOOD COMMISSION 6E**

PO Box 26182, LeDroit Park Station  
Washington, DC 20001

ANC 6E Commissioners

ANC 6E01: Alexander M. Padro  
ANC 6E02: Anthony Brown  
ANC 6E03: Frank S. Wiggins, *Vice Chair/Treasurer*  
ANC 6E04: David Jaffe, *Secretary*  
ANC 6E05: Alexander T. Marriott, *Chair*  
ANC 6E06: Alvin O. Judd, Sr.  
ANC 6E07: Kevin M. Rogers

February 7, 2018

Mr. Donovan Anderson  
Chair  
Alcoholic Beverage Control Board  
2000 14th Street, NW, S400  
Washington, DC 20009

Re: License No. ABRA – 108498; BW3 LLC

Dear Chairman Anderson,

Advisory Neighborhood Commission 6E conducted a public meeting on Tuesday, February 6, 2018 at the Watha T. Daniel/Shaw Library, 1630 7th Street, NW, to consider the above-referenced matter.

At the Commission's meeting, duly noticed and with this case listed in the notice, with a quorum present (six out of seven Commissioners required to be in attendance to achieve a quorum), ANC 6E voted unanimously (6 in favor, 0 opposed, and 0 abstention) to support the application for a new stipulated Retailer's Class C Restaurant ABC license for BW3 LLC t/a TBD at 400 K Street, NW. The application includes an entertainment endorsement inside the establishment.

The anticipated establishment will be a full-service restaurant with a sidewalk café, and received ANC 6E's support contingent upon the terms of the attached Voluntary Agreement being followed. ANC 6E encourages the ABC Board to approve the application and accept the negotiated terms of the Voluntary Agreement.

Respectfully Submitted,

Alexander T. Marriott  
*Chair*  
ANC 6E