

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

In the Matter of:

Han Palace 8 Street, LLC
t/a Han Palace

Application for a New
Retailer's Class CR License

at premises
522 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-119670
Order No.: 2022-004

Han Palace 8 Street, LLC, t/a Han Palace, Applicant

Brian Ready, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Han Palace 8 Street, LLC, t/a Han Palace (Applicant), Applicant for a new Retailer's Class CR License and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 13, 2021, that governs the operations 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 Brian Ready, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 12th day of January 2022, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeaddressDocs.com
Donovan Anderson
Key: 4206921135493445730902116109

Donovan Anderson, Chairperson

eSigned via SeaddressDocs.com
James Short
Key: 5208272921060001137320623461

James Short, Member

eSigned via SeaddressDocs.com
Bobby Cato
Key: 2200300001460714575107170201

Bobby Cato, Member

eSigned via SeaddressDocs.com
Rafi Aliya Crockett, Member
Key: 25050101045010010155000129100

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 02722932070744749105106204100

Jeni Hansen, Member

eSigned via SeaddressDocs.com
Edward S. Grandis, Member
Key: 5027bfa700000400014303052541005

Edward S. Grandis, 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 II 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
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
Han Palace 8 Street, LLC d/b/a Han Palace

Pursuant to this Settlement Agreement, (“Agreement”), by and between Han Palace 8 Street, LLC d/b/a Han Palace (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to the operation of the Applicant’s business located at 522 8th Street, SE Washington, DC 20003 (“Premises”).

WHEREAS, Applicant is applying before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”) to seek its approval of a Retailer’s Class “C” Restaurant License (ABRA-119670) (“License”); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing in this Agreement the terms and conditions upon which ANC6B has agreed to support Applicant’s License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the area about the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously existing Settlement Agreements for the Premises or between the Parties, and all such previous agreements are hereby declared superseded, null and void, and of no further effect.

NOW, THEREFORE, Applicant and ANC6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service Restaurant (“Establishment”) on the first floor of the Premises. Applicant shall maintain kitchen staff, supplies, and equipment necessary for the daily preparation and service of prepared food menu items.

Applicant currently seeks a total occupancy load of 38 occupants with 18 seats inside and 10 seats on the Sidewalk Cafe. However, in no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Hours of Operation; Sales, Service, & Consumption; and Entertainment. Applicant’s hours of operation, and alcoholic beverage sales, service, & consumption may be changed from time to time in Applicant’s discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Interior hours of operation, alcoholic beverage sales, service, & consumption:

| | |
|--------------------------|--------------------|
| Sunday through Thursday: | 10:00 am – 2:00 am |
| Friday and Saturday: | 10:00 am – 3:00 am |

Sidewalk Cafe hours of operation and alcoholic beverage sales, service, and consumption:

| | |
|--------------------------|--------------------------------|
| Sunday through Saturday: | 10:00 am – 12:00 am (Midnight) |
|--------------------------|--------------------------------|

*Settlement Agreement**ANC 6B*

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” such as “Extended Holiday Hours Program” and “Daylight Saving Time Extension of Hours,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1st of each year, Applicant may operate and serve alcoholic beverages until 3 am. In addition, Licensee must submit, as required by regulation, any forms or documents to ABRA for a one-day substantial change, and obtain approval for such extended hours or entertainment. These extended hours are for inside the Establishment.

4. Requirements for Operation of the Sidewalk Café. Applicant shall operate its Sidewalk Café in a manner that is consistent with the terms and conditions of this Agreement, and shall cause Applicant to maintain the Sidewalk Café in a clean and orderly manner. Applicant will regularly sweep the area extending from the front door to the curb in the front of the Establishment and shall make reasonable efforts to remove litter and debris from that area, weather permitting. If necessary, Applicant shall also provide a separate disposal receptacle for smoking materials such as cigarettes, and other such supplemental refuse disposal receptacles as may be reasonably required.

5. Refuse Storage and Disposal. Applicant shall comply with 21 DCMR § 704.3-704.5 by utilizing and regularly maintaining one or more adequate in capacity to dispose of all readily grindable food wastes produced. Applicant shall utilize and maintain rodent resistant garbage, grease, and trash containers with sufficient capacity to store all grease, refuse, non-recyclable and recyclable trash (glass, plastic, and metal cans that have been rendered free to organic materials) (collectively "Garbage").

Applicant agrees to utilize an interior Trash Area in the basement within the building envelope (“Interior Trash Area”) with sufficient capacity to store all Garbage and Grease, without the need to use any exterior space for this purpose. Applicant shall ensure that the Interior Trash Area complies with all D.C. laws and regulations. Further, Applicant shall install and maintain in functional working order rodent-proof sweeps, rodent-proof gasket, or other similar material to ensure that there are no gaps between the exterior door or hatch and the door frame used to access the Interior Trash Area. Applicant shall replace the sweeps, gasket or other material in use as they become worn.

Additionally, Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the Interior Trash Area:

- a. Applicant shall contract with third-party sanitation or waste management and recycling vendor(s) to collect Garbage (“Refuse Collection”) as follows: non-recyclable waste a minimum of four (4) days per week and recycling a minimum of four (4) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. Refuse Collection from the Premises (“Refuse Collection”) shall not occur before 7:00 am or after 10:00 pm.
- c. All Garbage for Refuse Collection shall be stored exclusively within the Interior Trash Area and said Garbage may be transferred to rodent-resistant receptacles located within the exterior of the Premises on scheduled day of refuse collection for the Premises. Any receptacle for restaurant supplies such as linens or kegs will be stored within the Premises, not on the rear alley, nor encroach on the abutting property.
- d. Applicant will pick up or hose down any garbage, grease and/or recycling spills in the alley immediately behind the Premises caused by Applicant’s Garbage receptacles after Refuse Collection. Applicant shall utilize standard industry practices such as solvents and power washing.

*Settlement Agreement**ANC 6B*

- e. All receptacles used for Garbage shall be maintained in good repair and in safe and sanitary condition.
 - f. No power-washing of the kitchen exhaust systems shall take place between the hours of 7:00 pm to 9:00 am on weekdays or 7:00 pm to 12:00 pm (noon) on weekends.
 - g. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable, pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.
6. Noise Mitigation. Applicant will strictly comply with D.C. Official Code § 25-725 (“DC ABC Noise Law”) and to that end shall make commercially reasonable architectural improvements to the property, subject to Applicant’s landlord approval, and take all commercially reasonable measures to ensure that music, noise and vibration from the Establishment that are subject to the DC ABC Noise Law are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors
7. Odor & Grease Control. Applicant shall undertake commercially reasonable efforts to control and mitigate any odor emanating from the Premises by maintaining adequate kitchen exhaust ventilation and filtering system. This system shall be of sufficient design and capacity as to reduce the external emission of any odors and grease particulates arising from food preparation at the Establishment. Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters per manufacturer recommendations or as often as commercially reasonable to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.
8. Pest Control & Sanitation. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the ABC Board. Applicant is encouraged to participate in any coordinated effort with adjacent Establishments to address any rodent issues regardless of the source of such issues. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises.
9. Deliveries & Parking. Applicant shall comply with all District of Columbia laws and regulations governing the delivery of food and restaurant supplies to the Premises. Applicant will encourage all commercial third-party vendors to park in designated commercial loading zones during any deliveries, to make deliveries whenever practicable through the front door of the Premises facing 8th Street SE, and not to utilize the alley behind the Premises for these purposes. Applicant shall notify its vendors that parking of delivery trucks in the public alley at the rear of the Premises, is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Further, Applicant will inform its staff that parking personal vehicles in the alley behind the Premises is prohibited by law.
10. Security Cooperation in Stemming Loitering and the Use of Illegal Drugs. Applicant shall make commercially reasonable efforts to discourage loitering in the vicinity of the Premises. Applicant agrees to use its commercially reasonable efforts to monitor for and prohibit sales or use of illegal drugs inside or

Settlement Agreement

ANC 6B

near the Premises and cooperate with MPD and other investigative officials when known or suspected drug activities occur.

11. Compliance with Agency Regulations. Applicant understands, agrees, and promises that they will comply with all applicable laws and regulations of the District of Columbia. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), and other applicable D.C. Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

12. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

13. Entire Agreement. This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

14. Counterpart; Facsimile Signature. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by facsimile (or other such electronically transmitted) signature which, for all purposes, shall be deemed to be an original signature.

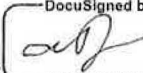
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ANC 6B

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Han Palace 8 Street, LLC t/a Han Palace
522 8th Street, SE
Washington, DC 20003
Chris Zhu, Managing Member

DocuSigned by:

Signature: _____
425689C1582A4E5

12/13/2021
Date: _____

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Brian Ready, Chairperson

Brian Ready
Digitally signed by Brian Ready
DN: cn=Brian Ready, o=ANC,
ou=ANC,
email=breadyfs@yahoo.com, c=US
Date: 2021.12.13 14:57:30 -05'00'
Signature: _____

Date: 12/13/2021