

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

In the Matter of:)
)
Ching, LLC)
t/a Uproar)
)
Applications for Renewal and)
Substantial Change to a)
Retailer's Class CT License)
)
at premises)
639 Florida Avenue, NW)
Washington, D.C. 20001)
)

Case Nos.: 19-PRO-00138
20-PRO-00005
License No.: ABRA-092012
Order No.: 2021-186

Ching, LLC, t/a Uproar, Applicant

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

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 1B'S PROTESTS**

INTRODUCTION

The Alcoholic Beverage Control Board (Board) approves the Application to Renew a Retailer's Class CT License filed by Ching LLC, t/a Uproar (Applicant) and the Application for a Substantial Change to Expand the Rooftop Summer Garden and to Increase the Occupancy Load from 70 to 200 patrons with the conditions set forth in the appended Settlement Agreement.

Procedural Background

The Notice of Public Hearing advertising Uproar's Renewal Application was posted October 11, 2019 and informed the public that objections to the Application could be filed on or before November 25, 2019. *ABRA Protest File No. 19-PRO-00138; Notice of Public Hearing*. Alcoholic Beverage Regulation Administration (ABRA) records indicate that Advisory Neighborhood Commission (ANC) 1B filed a protest against the Application. The Roll Call Hearing was held on December 9, 2019 and the Protest Status Hearing in this matter occurred on February 26, 2020.

Following the filing of its renewal application, the Applicant filed a Substantial Change Application on November 20, 2019 seeking to expand its rooftop summer garden and to increase its occupancy. A second Notice of Public Hearing advertising Uproar's Substantial Application was posted on December 6, 2019 and the deadline to file objections was on or before January 21, 2020. *ABRA Protest File No. 20-PRO-0005; Notice of Public Hearing*. ABRA's records indicate that ANC 1B filed a protest against this Application as well. The Roll Call Hearing was held on February 3, 2020 and the Protest Status Hearing in this matter occurred on November 5, 2020.

The two protests were consolidated into a single Protest Hearing which was held by the Board on February 11, 2021. At the commencement of the hearing, the ANC withdrew its objection to the renewal of the license and limited their presentation to whether the Substantial Change Application should be approved. *Transcript (Tr.)*, Feb. 11, 2021 at 7. At the conclusion of the hearing, the parties entered into a conceptual agreement to govern the operations of the Applicant's establishment. *Tr.* at 119-122.

The Agreement, dated March 20, 2021, has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson James A. Turner, on behalf of ANC 1B are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protests filed by ANC 1B of both Applications.

ORDER

Accordingly, it is this 21st day of April 2021, **ORDERED** that:

1. The Applications filed by Ching, LLC, t/a Uproar, for renewal and substantial change for its Retailer's Class CT License, located at 639 Florida Avenue, NW, Washington, D.C., are **GRANTED**;
2. The Protests of ANC 1B in this matter are hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac420c5b59d5f09e4b730053d1dccc09

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5475a372f020e06c8d1b322d42949ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fcadfb0146d7f4b75bd7917d20d

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aiyya Crockett, Member
Key: b560a9184501f9e4016155e5e12f01cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172051f0509447491b560c2a418f9

Jeni Hansen, Member

I recused myself from the hearing and did not participate in the review or approval of the Settlement Agreement.

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f0040ec14ada52541ce5

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
Concerning License ABRA-092012
Ching, LLC/ DBA Uproar
639-641 Florida Avenue NW**

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this __ day of March 2021, by and between Ching, LLC, DBA/Uproar ("Licensee") and Advisory Neighborhood Commission 1B ("ANC 1B") collectively the "Parties".

RECITALS

WHEREAS, the Licensee has a License Class CT (ABRA-092012) ("License") for a business establishment located at 639 – 641 Florida Avenue NW ("Establishment") with the District of Columbia Alcoholic Beverage Regulation Administration ("Board"), and

WHEREAS, ANC 1B filed a protest against Uproar's license renewal application (19-PRO-00138) and the Application for Substantial Change (20-PRO-00005), which the Board consolidated (the "Protests"), and

WHEREAS, the parties are desirous of entering into a settlement agreement to resolve the Protests, and as such, the ANC withdraws its Protests in exchange for the Parties agreeing to be bound by the terms of this Agreement.

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

1. Noise. Licensee acknowledges familiarity with and will comply with noise-control provisions of D.C. Official Code § 25-725 and District of Columbia regulations concerning ABRA's civil penalty schedule, 23 DCMR 800. Licensee will regularly monitor to assure no impact on nearby residents. Licensee shall:
 - a. Post in conspicuous places within the Establishment on each floor and the Summer Garden, signs reminding patrons to be mindful that this is a residential neighborhood and that they should be respectful and take reasonable measures to minimize noise;
 - b. Licensee further agrees to continue its current practices of:
 - i. Keeping speakers, including subwoofers, elevated and off the floor to abate noise and vibration,
 - ii. Facing speakers toward the rear of the building and not toward Florida Avenue, the front of the Establishment and
 - iii. Not having speakers on the sidewalk patio area; and
 - iv. Noise Complaints: If, at any time during a consecutive six (6) month period, Applicant is assessed in writing by ABRA investigators with two or more violations of Section 25-725 as set forth with the schedule of Civil Penalties under Section 25-830 of the ABRA Civil Penalty Schedule that are attributed to the outdoor hours and operation of the rooftop after 11:00 p.m. Sunday through Thursday or 12:00 a.m. Friday and Saturday, the rooftop's occupancy will decrease by 20% for 30 days before being restored to full DCRA occupancy for noise

violations attributed from summer garden (Sunday-Thursdays) after 11:00 p.m., or (Friday and Saturday) after 12:00 a.m.

2. Training for Security & Staff. Establishment shall continue its current practices of:
 - a. Providing Alcohol Awareness training for all security and staff, including but not limited to, managers, bartenders, barbacks and security,
 - b. Ensuring that bartenders and security monitor the safety and security of patrons on the Sumer Garden.
3. Public Transportation and Parking. Licensee shall:
 - a. Post in at least one conspicuous place in the Establishment a notice alerting patrons that:
 - i. Parking may be available in Howard University's Public Parking facilities, and
 - ii. The use of ridesharing such as Uber or Lyft, as well as taxis is encouraged.
 - b. Licensee shall continue its current practice of encouraging patrons to use ridesharing or taxis in its social media posts and advertising.
4. Trash/Garbage/Rodents. Licensee shall
 - i. Maintain regular trash / garbage removal service.
 - ii. All trash, recyclable materials, and grease stored outdoor at the establishment shall be in containers that are impervious to vermin, leaks, and odors.
 - iii. Police the immediate environment of premises and make every reasonable effort to keep area clean of trash and debris.
 - iv. Make every reasonable effort to eliminate accessible food sources for rodents.
 - v. Contract with a licensed exterminator to inspect the establishment a minimum of once per quarter and shall maintain recommended pest control measures.
 - vi. Take every reasonable action to mitigate odors emanating from the establishment.
5. Capacity. Licensee shall at all times adhere to its occupancy limit as specified in its correct Certificate of Occupancy Permit, which shall remain posted in public view at all times.
6. Security Plan. Licensee shall continue to enforce and update its current Security Plan. *Exh. 1.*
7. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee during the term of the license to which this Agreement applies. Licensee agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them a copy.

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8. Agreement Available Upon Demand. A copy of this Agreement, the same as with the License, *Exh. 2*, shall be kept at the establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration ("ABRA") inspectors immediately upon request.
9. Notice and Opportunity to Cure. If 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 an emergency or it is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within fifteen (15) days of the date of such notice. If Applicant, or the Licensee fails to cure within the thirty-day period (or, with respect of 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 below addresses. Notice shall be deemed given as the time of the receipt or refusal of receipt.
10. Modification of Settlement Agreement. This Agreement can be modified by the ABC Board; by mutual agreement of the Parties with the approval of the ABC Board; or as otherwise permitted by law.

If to Licensee:
Ching, LLC, DBA/Uproar
639 Florida Avenue NW
Washington DC 20001
contact@uproarlounge.com

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

WHEREFORE, by the signing of the representatives of Licensee and ANC 1B, Licensee hereby agrees to aforementioned covenants.

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

LICENSEE:

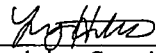
Ching, LLC, DBA/Uproar

By: 

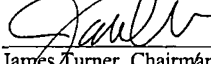
Print Name/Title: Tammy N. Truong/ Managing Member

Date Signed: 3/11/2021

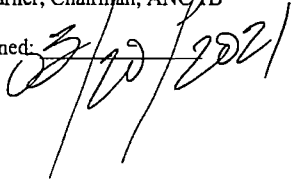
ANC 1B:



Larry Handman, Commissioner, ANC 1B



James Turner, Chairman, ANC 1B

Date Signed: 

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