

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

Aquity, LLC
t/a Bangbop

Applicant for a New
Retailer's Class CR License

at premises
4418 MacArthur Boulevard, NW
Washington, D.C. 20007

License No.: ABRA-130893

Order No.: 2025-243

Aquity, LLC, t/a Bangbop, Applicant

Bernie Horn and Marilyn Nowalk, Commissioners, Advisory Neighborhood Commission (ANC)
3D

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Aquity, LLC, t/a Bangbop (Applicant), Applicant for a New Retailer's Class CR License and ANC 3D have entered into a Settlement Agreement (Agreement), dated April 2, 2025, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioners Bernie Horn and Marilyn Nowalk, on behalf of ANC 3D, are signatories to the Agreement.

Accordingly, it is this 23rd day of April 2025, **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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

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 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 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).

‘VOLUNTARY AGREEMENT

This Voluntary Agreement ("Agreement") is made this 2nd day of April, 2025, by and between Aqcuity, LLC, ("Applicant") and Advisory Neighborhood Commission 3D ("ANC 3D") (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant, doing business as Bangbop, has filed with the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") an application for Retailer Liquor License Class C #130893 ("License") for a business establishment ("Establishment") located at 4418 MacArthur Boulevard, NW Washington, D.C. 20007 ("Premises");

WHEREAS, the Premises is within the boundaries of ANC 3D;

WHEREAS, the Parties are desirous of entering into the Agreement pursuant to D.C. Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood, (ii). pedestrian safety and vehicular traffic, and (iii) the property values of residential properties in the immediate surrounding neighborhood; and

WHEREAS, the Parties request that the Applicant's license application be granted conditioned upon the Alcohol Beverage Control Board's ("Board") approval and acceptance of this written agreement and its incorporation into the Board's Order issuing and governing the license.

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. **Nature of the Business.** The Applicant shall manage and operate a restaurant and cafe with a summer garden serving Korean and Japanese food, traditional cafe and bakery items, as well as a full menu of lunch and dinner appetizers, entrees, sandwiches, and drinks. Any material change from this business model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the Board. All references to specific food items and styles of food or cuisine are intended to be descriptive only and nothing in this agreement shall require the license holder to conform to a specific style of food or cuisine or to produce or offer specific food as part of its operations.
3. **Summer Garden.** Applicant may operate an open-air summer garden on private property immediately adjacent to the front of the restaurant. All summer garden seats shall be at tables. Total seating in the summer garden shall be 24 people. There shall be no bar set up for the summer garden and no area set aside for standing room. The summer garden shall

be open air seating meaning no tenting or cover other than movable rain and sun umbrellas shall be provided. All patrons must vacate the summer garden within 30 minutes of the summer garden's end of service hours on weekdays and weekends. The Applicant will take reasonable efforts to ensure that the summer garden does not negatively impact the surrounding environs. To that end the Applicant's staff will regularly monitor the outdoor area. The Establishment shall store all outdoor tables, chairs, umbrellas or other types of outdoor furniture in such a manner as to deter after-hours loitering.

4. Hours of Operation and Sales. The Applicant's maximum hours for selling and serving alcohol inside and outside shall be as follows:

- i. Monday through Friday: 10 AM – 10 PM
- ii. Saturday and Sunday: 10 AM – 10 PM

5. Use by Other Parties. Applicant shall not close for private functions more than twice a month. A representative of the Applicant shall be on site at all times when the Establishment is closed for a private function.

6. Parking. The Applicant shall ensure that its management, employees and vendors park legally at all times, and in compliance with the posted parking regulations of the District of Columbia, Primary parking for employees will be in the side parking lot located at the Premises.

7. Noise and Privacy, Applicant shall strictly comply with D.C, Code § 25-725 regardless of the zoning of the premises and to that end shall take all necessary actions to ensure that music, noise, and vibrations from the Establishment, including its outdoor seating, are not audible to those living in adjacent residential properties from the interior of such residences with their windows closed.

- i. Applicant agrees to keep the doors and windows of the Premises closed other than for ingress and egress if music is being played in the restaurant. If necessary, Applicant shall take reasonable steps to reduce noise emanating from the opening of the entry or exit doors.
- ii. No music or amplified sound will be played outdoors. The Applicant agrees not to place any speakers or other sound-transmitting equipment in its summer garden and will not add any speakers or amplification equipment at any location outside the Establishment.
- iii. Applicant shall discourage loitering in the vicinity of the Premises.
- iv. The Applicant further agrees to use staff to help control noise levels or unruly behavior on the Premises or immediately surrounding the Premises when necessary and appropriate, and to caution patrons to be respectful of the neighborhood when exiting the Establishment.

v. The on-duty manager shall keep a written log of any neighborhood complaints about noise or behavior brought to his/her attention during a shift by a neighbor or the authorities. Such log shall include the time of the complaint, the nature of the complaint, the remedial action taken by the manager in response to the complaint, if any. The written log shall be preserved and made available to the Board for inspection upon request.

8. Public Space and Trash. Applicant shall keep the sidewalk up to and including the curb and adjacent parking lot clean and free of litter, bottles, and other debris in compliance with the D.C. Code and D.C. Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. All garbage pickups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 6:00 p.m. on Saturday. No garbage pickup or vendor deliveries will be permitted on Sundays.

9. Rat Control. Applicant shall keep those areas adjacent to the dumpster and rear and side access areas, reasonably clean and free of garbage, grease, and Jitter. Applicant shall provide rat and vermin control for its property and shall provide proof of its rat and vermin control contract to ANC 3D upon request. Applicant shall ensure that there are not excessive, unreasonable odors emanating from the dumpster.

10. License Ownership. Applicant agrees to be the sole owner of the License.

11. Compliance with ABRA Regulations. Applicant shall abide by all ABRA regulations regarding the ownership of the License and all other provisions applicable to liquor licenses. Applicant agrees that ANC 3D shall have standing to ask the Board to enforce any material violations of the Agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to petition the Board for issuance of an Order to Show Cause, pursuant to D.C. Code § 25-447, to gain Applicant's compliance with the terms of the Agreement and ABRA regulations.

12. Opportunity to Cure. The Parties to this Agreement agree to work together to resolve matters of community concern related to the Establishment. To this end, the Parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a cooperative resolution of such complaints as the first recourse. In the event that either of the Parties is in breach of this Agreement, as a condition precedent to seeking enforcement of the Agreement, the Party in breach shall be entitled to an opportunity to cure the breach after being provided notice. Unless the breach is of an emergency nature, Applicant shall have 30 days from the date of notice to cure the breach. If Applicant fails to cure the breach within 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) failure shall constitute a cause for seeking an Order to Show Cause from the Board pursuant to D.C. Code § 25-447.

13. Notice. Notices required to be made under the Agreement shall be in writing and e-mailed, mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other Party to the Agreement. Notice shall be provided to the addresses provided below, Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to a breach of the Agreement, but Notice shall be prerequisite to the filing of a complaint with the Board or any other enforcement action.

APPLICANT



YB Baak
Owner, Bangbop

Aquity, LLC

DBA Bangbop

4418 MacArthur Blvd NW
Washington, DC 20007

ANC 3D



Bernie Horn
Chair, ANC 3D



Marilyn Nowalk,
Commissioner, SMD 3D06