

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

In the Matter of:)
)
Busboys, Inc.)
t/a Busboys & Poets)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
450 K Street, NW)
Washington, D.C. 20001)
)

License No.: ABRA-110280
Order No.: 2018-482

Busboys, Inc., t/a Busboys & Poets (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

ORDER ON SETTLEMENT AGREEMENT


The official records of the Alcoholic Beverage Control Board (Board) reflect that Busboys, Inc., t/a Busboys & Poets, Applicant for a new Retailer's Class CR License, located at 450 K Street, NW, Washington, D.C., and ANC 6E have entered into a Settlement Agreement (Agreement), dated July 22, 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.

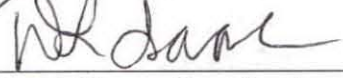
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson

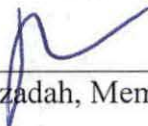

Nick Alberti, Member


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 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).

Accordingly, it is this 1st day of August, 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6E.

Settlement Agreement

by and between

Busboys, Inc. t/a Busboys & Poets
and
Advisory Neighborhood Commission No. 6E

for premises located at
450 K Street, NW, Washington DC 20001

Recitations

WHEREAS, Busboys, Inc. ("Applicant"), is a corporation organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia; and,

WHEREAS, the premises on 450 K Street, NW is located within Advisory Neighborhood Commission 6E ("ANC 6E"); and,

WHEREAS, the Applicant has filed for a new Class "C" Restaurant license under the D.C. Alcoholic Beverage Control Act ("Application") with the ABC Board; and,

WHEREAS, the Application seeks approval to operate a new full-service Restaurant ("Restaurant") and Sidewalk Café at 450 K Street, NW, with an Entertainment Endorsement; and,

WHEREAS, the Applicant and ANC 6E (collectively, the "Parties") desire to resolve potential issues in the operation of Busboys & Poets located at 450 K Street, NW, ("Restaurant") and enter into this Settlement Agreement ("Agreement") in exchange for ANC 6E's support of the Application.

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. Interior Hours:

- a.) The Hours of Operation on the interior premises shall be:
 - i. Sunday through Thursday: 7:00am to 1:00am; and
 - ii. Friday and Saturday: 7:00am to 2:00am.
- b.) The Hours of Alcoholic Beverage Sales, Service, and Consumption on the interior premises shall be:
 - i. Sunday through Thursday: 8:00am to 1:00am; and
 - iii. Friday and Saturday: 8:00am to 2:00am.

Provided, however (1) on days designated by the ABC Board as "extended Hours for ABC Establishments" Applicant may operate and serve alcoholic beverages for one additional hour (that is, one hour later); (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general operating hours for particular dates, holidays or events (e.g. inauguration, World

Cup), Applicant may avail itself to such extended hours; (3) on January 1 of each year, Applicant may operate and serve alcoholic beverages until 4:00am and may apply for permission for a One Day Substantial Change to provide Entertainment until 3:00am on January 1 of each year; (4) and on "Daylight Saving Time Extension of Hours" as designated by the ABC Board, Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later.

c.) The Hours of Entertainment on the interior premises shall be:

- i. Sunday: 10:00am to 1:00am;
- ii. Monday through Thursday: 8:00am to 1:00am; and
- iii. Friday and Saturday: 8:00am to 2:00am.

3. Sidewalk Café.

a.) Sidewalk Café Hours of Operation and Hours of Alcoholic Beverage Sales, Service, and Consumption: Sunday through Saturday: 8:00am to 11:00pm.

b.) No amplified sound shall be permitted on the Sidewalk Café outside the Restaurant.

4. Public Space and Trash. Applicant shall take reasonable measures to maintain the cleanliness of the premises and ensure the Sidewalk Café and adjacent public property is free of trash/waste, including the sidewalk in front of the Restaurant. Applicant shall cause extermination services to be provided to the Restaurant by a reputable exterminator on at least a monthly basis.

5. Noise. Applicant will comply with all D.C. Official Code §25-725:

a) 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.

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, within respect to a breach which reasonably requires more than thirty 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: Busboys, Inc.
450 K Street, NW
Washington, DC 20001
Attn: Andy Shallal, President
Email: andyshallal@gmail.com

If to ANC: Advisory Neighborhood Commission 6E
P.O. Box 26182, LeDroit Park Station
Washington, DC 20001
Attn: Alexander Marriott
Email: alexmarriottanc@gmail.com

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

10. **No Protest:** Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 6E agrees to support Applicant's pending ABC license Application and shall refrain from filing a protest against Applicant's pending license application.

In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement.

Busboys, Inc.

By: 

Anas Shaffal, President

Date: 7/21/18

Advisory Neighborhood Commission 6E

By: 

Alexander Marriott, Chair

Date: 7/22/18