

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

In the Matter of)	
)	
Fa Ren Chen,)	Case No.: 17-PRO-00066
t/a China Hut)	License No.: 074002
)	Order No.: 2017-643
Holder of a Retailer's)	
Class B License)	
)	
at premises)	
7708 Georgia Ave., N.W.)	
Washington, D.C. 20012)	

Fa Ren Chen, t/a China Hut (Licensee)

Stacy Lincoln, on behalf of Advisory Neighborhood Commission (ANC) 4A

Andrew Carley, on behalf of Advisory Neighborhood Commission (ANC) 4B

Mark Pattison, on behalf of Shepherd Park Citizens' Association (SPCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
James Short, Member
Mike Silverstein, Member
Donald Isaac, Member

ORDER ON SETTLEMENT AGREEMENT

The Application filed by Fa Ren Chen, t/a China Hut, for Renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 13, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that Fa Ren Chen, t/a China Hut, Holder of a Retailer's Class B License (Licensee), ANC 4A, ANC 4B, and the SPCA have entered into a

Settlement Agreement (Agreement), dated November 28, 2017, 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, Commissioner Lincoln, on behalf of ANC 4A, Andrew Carley, on behalf of ANC 4B, and Mark Pattison, on behalf of SPCA, are signatories to the Agreement.

Accordingly, it is this 27th day of December 2017, **ORDERED** that:

1. The Protest of ANC 4A in this matter is hereby **WITHDRAWN**.
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Nature of the Business) – The first sentence in the section is amended to read as follows: “The establishment is a full service restaurant offering hot and cold menu items, as well as beer and soft drinks.”

Section 2 (Hours of Operation and Sales) – The times “11:00 PM” and “11:59 PM” shall be replaced with “10:00 PM” wherever they appear.

Section 3 (Security Plan) – The second sentence is amended to read as follows: “Such information shall be made available to the ABC Board upon request.”

Section 6 (License Ownership and Compliance with ABRA and Other Applicable Regulations) – The second to last sentence in this section is stricken in its entirety.

Section 11 (Transferability) – Delete the phrases “assigning or” and “assignee or”.

Section 11 (Transferability) – Replace the term “or” with “of”.

Section 14 (Amendment) – This section is amended to read as follows: “This Agreement may not be amended or modified except by written instrument signed by the duly authorized agent of each party to this Agreement or as required by District law.”

The Parties have agreed to these modifications.

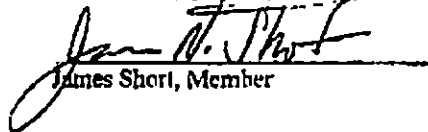
3. Copies of this Order shall be sent to the Licensee, ANC 4A, ANC 4B, and the SPCA.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member

Mike Silverstein, Member


James Short, Member

Donald Isaac, 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).

~~VOLUNTARY~~ SETTLEMENT AGREEMENT

THIS VOLUNTARY SETTLEMENT AGREEMENT ("Agreement") made this 28 day of **November 2017**. By and between Advisory Neighborhood Commission ("ANC") 4A, Advisory Neighborhood Commission ("ANC") 4B, both District of Columbia Government entities, the Shepherd Park Citizens' Association ("SPCA"), a District of Columbia nonprofit corporation and China Hut, a carry-out establishment owned and operated by Mr. Faren Chen and Mr. Yidi Chen (son). The ANCs, SPCA and China Hut are each referred to herein as a "party" and collectively, as "parties".

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("ABC") is China Hut's ABC Application ABRA #074002 for renewal of a Class B Retail Grocery liquor license for its location at 7708 Georgia Avenue NW, Washington, DC 20012 ("premises").

WHEREAS, China Hut is encouraged to work regularly with the ANC4A, ANC4B and the SPCA, and other neighborhood organizations, neighboring schools and houses of worship and their representatives, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, through this Agreement both parties aim to create an environment in which China Hut may operate as a viable contributing establishment in such a manner as to minimize the effect of the establishment within the neighborhood and surrounding community. Specifically, China Hut agrees to operate with minimal impact on (1) the peace, order and quiet, strictly observing the noise and litter provisions set forth in §25-725 and §25-726 of the DC Code; and (2) residential parking needs and vehicular and pedestrian safety. In exchange for this good and valuable consideration, the ANC 4A, ANC4B and the SPCA agrees to forego its right to pursue a Protest Hearing regarding China Hut's license application within the next 180 days; and

WHEREAS, the parties desire to reduce to writing their agreement governing certain operations of China Hut; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, China Hut, ANC4A, ANC4B and the SPCA, all intending to be bound hereby, enter into this Agreement as follows:

1. **Nature of the Business.** The establishment is a restaurant offering an Asian or Chinese and American food menu, and a variety of beers and soft drinks. The establishment has a capacity of 15 patrons. China Hut agrees not to sell singles or multiple singles of beer, domestic ales, malt liquors, and fortified wines of 70 ounces or less.
2. **Hours of Operation and Sales.** The hours for the sale of alcohol will be no earlier than 11:00 AM to not later than 11:00 PM on Sundays through Thursdays, (with the establishment closing not later than 11:00 pm on such days), and from no earlier than

11:00 AM to not later than 11:59 PM on Friday and Saturdays (with the establishment closing not later than 11:59 PM on such days). China Hut agrees that the establishment shall not serve liquor outside of the above aforementioned hours. Food service and sales will be available at all times during operating hours.

Consistent with ABC interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

China Hut agrees that loitering in and around its establishment is a significant problem and that the peace, order, and quiet of the neighborhood will continue to be unreasonably affected if it is not controlled. China Hut agrees to take reasonable measures to discourage loitering within and in the front and rear of its establishment. China Hut shall post clearly visible "NO LOITERING" signs (lettering no less than 5 inches on the interior and on the exterior front, side and rear.

3. **Security Plan.** China Hut will maintain a written record/log of calls made to the Metropolitan Police Department. Such information shall be made available to the Protestants upon requests. China Hut agrees to take steps to minimize security and criminal problems to protect its patrons from criminal activities in the immediate vicinity of the establishment by immediately contacting the police when necessary, and by preparing and implementing written security procedures which include but are not limited to, installing, maintaining, and operating (during the times when employees and patrons are inside the establishment) a reliable and high quality video security and surveillance system in both the front and rear areas of the establishment in order to monitor patron and pedestrian activity and retaining each day's video footage for not less than thirty (30) days. Such footage be made available to the Metropolitan Police Department for purposes of investigating criminal activity and/or determining and documenting behavior in violation of the spirit and intent of this Agreement.
4. **Security Cooperation.** China Hut agrees that it shall take all necessary steps to control unruly patrons, whether inside the premises or in the immediate outside area; monitoring for and prohibiting the sale or use of illegal drugs within or about the premises, maintaining contact and cooperating with MPD and other law enforcement officials when known or suspected drug activities occur. China Hut shall place "No Loitering" signs in conspicuous areas on the inside and outside of the establishment, which signs will be clearly visible to patrons and pedestrians. China Hut shall to the full extent permissible by law discourage loitering in the vicinity of the premises. China Hut shall prohibit alcoholic beverage to be carried out of the establishment.
5. **Public Space, Trash, and Vermin Control.** China Hut acknowledges familiarity with and agrees to comply with all D.C. Code and Municipal Regulations regarding public space, snow removal, and trash including but not limited to:
 - a) Timely and faithful removal of snow and daily cleaning shall be performed on the sidewalk and curb in front of the establishment, and the establishment's front walk way and curb abutting its property line on Georgia Avenue NW and its rear and side property lines and parking lot shall be free of litter, chewing gum, bottles and other

debris, in compliance with applicable laws and regulations, China Hut agrees to power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of twice per month.

- b) All trash, recyclable materials, and grease stored outside of the establishment shall be in containers that are impervious to vermin, leakage, and odors. Trash and dumpster areas maintained by China Hut shall be kept clean, in order to limit odors and help control pest and rodent population;
- c) Any damage or leaking containers shall be repaired or replaced within five business days of the discovery of the damage or leak. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- d) China Hut shall ensure that the area around the trash receptacles are kept clean at all times and trash receptacles are placed in such a way that they do not encroach on the abutting property owners so that no garbage is placed on the abutting property.
- e) China Hut shall arrange for trash and recycling collection a minimum of 3 times per week and for grease removal a minimum of once per month. China Hut shall not allow trash collection to occur between the hours of 10:00 PM and 7:00 AM.
- f) China Hut shall contract with a licensed exterminator to inspect the establishment and premises a minimum of once per quarter and to maintain recommended pest control measures.

6. License Ownership and Compliance with ABRA and Other Applicable DC Regulations.

China Hut agrees to strictly comply with all laws and regulations of the District of Columbia, including, the Alcohol Beverage Regulation Administration, Department of Consumer and Regulatory Affairs, Department of Health, Department of Public Works, and other applicable District of Columbia agency regulations and policies regarding the (i) conduct of its business, (ii) ownership of the license, (iii) all other provisions applicable to liquor licenses, and (iv) outdoor signage will only be illuminated during operating hours. The applicant agrees to employ lighting features and/or techniques to ensure that the lighting does not adversely impact drivers or illuminate nearby businesses or residences. In the event that the property owner replaces existing signage or lighting features, China Hut will validate with the ANC4A and the SPCA that replacement signs installation and, present plans to the ANC4A and the SPCA for review and design approval. In addition, the applicant agrees to remove all advertisements of alcohol from the windows of the establishment, with the exception of one illuminated sign, and, limit the number of advertisements posted inside the premises to five.

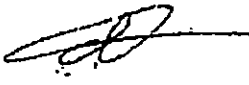
- 7. Training.** China Hut agrees to conduct annual Alcohol Awareness training for its employees, including new hires and existing personnel; such training will be conducted by a ABRA certified trainer with several year's experience in the field. China Hut shall maintain records of such training a minimum of three years and make them available to the ANC4A and the SPCA within 24 hours of a written request to inspect to such records.

8. **Consideration.** China Hut agrees to work in good faith with ANC4A, ANC4B and the SPCA to resolve any problems arising from the operations of the establishment.
9. **Communication.** China Hut shall provide to designated representatives of ANC4A and the SPCA a cell phone number and email address of the on duty or shift managers in the event that an issue arises that requires immediate attention. China Hut shall regularly update this information.
10. **Notice and Opportunity to Cure.** After being notified of a complaint or violation of any part of this agreement, China Hut shall take reasonable steps to resolve or cure within 30 days and based on the complaint or violation where more time may be required, the complaint or violation shall be cure within 45 days. Any failure to resolve or cure such complaints(s) or violations(s) within the time period designated above shall constitute just cause for ANC 4A, ANC 4B and the SPCA to file a complaint with the Alcohol Beverage Board (ABC) pursuant to D.C. Official Code § 25-446(3), as may be amended from time to time, or other appropriate enforcement action.
11. **Transferability.** China Hut agrees that any document assigning or transferring any liquor license issued to the establishment shall contain a provision that the assignee or transferee or such license shall agree to be bound by the terms of this Agreement.
12. **Enforceability.** This Agreement may be executed in counterparts. If any provision of this Agreement is determined by the ABC to be invalid or unenforceable, such provisions shall be struck or amended and its remaining provisions shall remain enforceable.
13. **No Third-Party Beneficiary Rights.** This Agreement creates no obligations or duties on the part of Parties other than as stated specifically in this Agreement. This Agreement does not create any rights that can be relied upon or enforced by individuals who are not Parties to this Agreement. An alleged violation of this Agreement shall not create a new, independent private right of action. The Parties stipulate, agree, and acknowledge that this Agreement is not intended to create any third-party beneficiaries.
14. **Amendment.** This Agreement may not be amended or modified except by written instrument signed by the duly authorized agent of each party to this Agreement.
15. **Entire Agreement.** Except as explicitly set forth in this Agreement, there are no representations, warranties, or inducement, whether oral, written, expressed or implied that in any way affect or condition the validity of this Agreement or any of its conditions or terms. This Agreement represents the complete agreement between the Parties and supersedes any prior oral or written communications.
16. **Withdrawal of Protest.** In consideration of the above, ANC4A, ANC4B and the SPCA will advise the ABC Board that it concurs with the terms of this Voluntary Settlement Agreement and upon execution of this Agreement of the Parties, ANC4A, ANC4B and the SPCA shall withdraw its protest.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties have affixed hereunto their hands on the day and year first above written.

CHINA HUT (carry-out) RESTAURANT

By: Write Signature  FAREN CHEN
Faren Chen - Proprietor

 YIDI CHEN
Yidi Chen - Manager

PROTESTANTS

By: Print Name STACEY LINCOLN / *Stacey Lincoln*
Advisory Neighborhood Commission 4A

Sign Name *Stacey Lincoln*
Advisory Neighborhood Commission 4A

Print Name ANDIZE R. CARLEY
Advisory Neighborhood Commission 4B

Sign Name *Andize Carley*
Advisory Neighborhood Commission 4B

Print Name Mark Pattison
Shepherd Park Citizens' Association

Sign Name *Mark Pattison*
Shepherd Park Citizens' Association