

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

**In the Matter of:**

Winestock, LLC  
t/a Fun It Up

Applicant for a New  
Retailer's Class CT License

at premises  
2312 Rhode Island Avenue, NE  
Washington, D.C. 20018

License No.: ABRA-110502  
Order No.: 2018-609

Winestock, LLC, t/a Fun It Up (Applicant)

Yolanda Odunsi, Commissioner, Advisory Neighborhood Commission (ANC) 5C

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Winestock, LLC, t/a Fun It Up, Applicant for a new Retailer's Class CT License, located at 2312 Rhode Island Avenue, NE, Washington, D.C., and ANC 5C have entered into a Settlement Agreement (Agreement), dated September 19, 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 ANC 5C, are signatories to the Agreement. The Applicant and Commissioner Yolanda Odunsi, on behalf of ANC 5C, are signatories to the Agreement.

Accordingly, it is this 17th day of October, 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 except for the following modification:

Section 3 (Hours of Operation and Sales) – This Section shall be modified to read as follows:

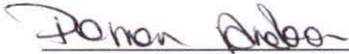
“3. **Hours of Operation and Sales:** The Applicant's hours of operation shall be as follows:

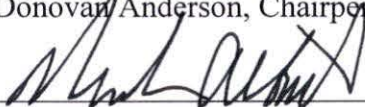
Sunday: Hours of Operation 9 AM-12AM  
Hours of Alcohol Sales 11 AM – 11PM  
Monday: Hours of Operation 9 AM – 12 AM  
Hours of Alcohol Sales 8 PM – 11 PM  
Tuesday: Hours of Operation 9 AM – 12 AM  
No Alcohol Sales  
Wednesday: Hours of Operation 9 AM – 12 AM  
No Alcohol Sales  
Thursday: Hours of Operation 9 AM – 12 AM  
Hours of Alcohol Sales 5 PM – 11 PM  
Friday: Hours of Operation 9AM – 1 AM  
Hours of Alcohol Sales 4 PM – 12 AM  
Saturday: Hours of Operation 9 AM – 1 AM  
Hours of Alcohol Sales 9 AM – 12 AM.”

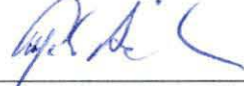
The parties have agreed to this modification.

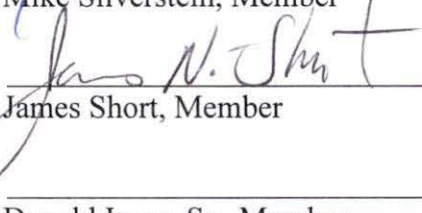
2. Copies of this Order shall be sent to the Applicant and ANC 5C.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson


  
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Nick Alberti, Member

  
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Mike Silverstein, Member

  
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James Short, Member

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Donald Isaac, Sr., Member

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Bobby Cato, Member

  
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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 14<sup>th</sup> 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).



**District of Columbia  
Advisory Neighborhood Commission 5C**

5C01 Gall Brevard  
5C02 Jacqueline Manning  
5C07 Yolanda Odunsi

5C02 Kevin Mullone  
5C05 Regina James

5C03 Robert Looper, III  
5C06 La Monica Jeffery

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**SETTLEMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made on this 19th of September 2018, by and between Winestock, LLC t/a Fun It Up (the "Applicant"), and Advisory Neighborhood Commission 5C ("Protestant"), (collectively, the "Parties").

**WITNESSETH**

WHEREAS, Applicant has applied for a Retailers License Class "C" Tavern for a business establishment located at 2312 Rhode Island Avenue NE, Washington, DC. (the "Premises");

WHEREAS, the Parties have agreed to enter into this Settlement Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this agreement herein; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official 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 and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license 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. Winestock, LLC:** The recitals set forth above are incorporated herein by reference.

**2. Nature of the Business:** The Applicant will manage and operate a community event space for all ages during the day along with brunch and a tavern that will serve hot/cold food beverages, finger foods, and alcohol, and is available for private rental. Any change from this 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 ABC Board.

**3. Hours of Operation and Sales:** The Applicant's hours of operation shall be as follows;

**Sunday**

Hours of Operation 9AM - 12AM

Hours of Alcohol Sales 11AM to 11PM

- NFL Sunday Brunch (11 AM - 3 PM)
- Appetizers & Alcohol Beverages (3 PM – 12 AM)

**Monday**

Hours of Operation 9AM - 12AM

Hours of Alcohol Sales 8PM - 11PM

- Community Resources and Computer HUB (9 AM- 2 PM)
- Local Business Engagement (3 PM – 4:30 PM)
- Youth Mentoring ( 5 PM -7 PM)
- Monday Night Football Appetizers & Alcohol Beverages (8 PM – 12 AM)

**Tuesday**

Hours of Operation 9AM - 12AM

- No Alcohol Sales
- Community Resources and Computer HUB (9 AM- 2 PM)
- Children's Study Hour W/ Parent Supervision (3:30 PM – 4:30 PM)
- Moon Bounce & Games (5:00 PM – 7:30 PM)
- Host Private and Special Events (8 PM – 12 AM)

**Wednesday**

Hours of Operation 9AM - 12AM

- No Alcohol Sales
- Community Resources and Computer HUB (9 AM- 2 PM)
- Movie Night / Popcorn and Snacks will be served ( 4:30 PM -7:30 PM)
- Host Private and Special Events (8 PM – 12 AM)

**Thursday**

Hours of Operation 9AM - 12AM

Hours of Alcohol Sales 8PM - 11PM

- Community Resources and Computer HUB (9 AM- 2 PM)
- Bingo ( 5:30 PM – 7:30 PM)
- Thursday Night Football / Appetizers & Alcohol Beverages (8 PM – 12 AM)

**Friday**

Hours of Operation 9AM - 1AM

Hours of Alcohol Sales 4PM - 12AM

- Community Resources and Computer HUB (9 AM- 2 PM) Volunteers needed
- Happy Hour (4 PM – 8 PM)
- Community Meet & Greet Appetizers & Alcohol Beverages (8 PM – 1 AM)

**Saturday**

Hours of Operation 9AM - 1AM

Hours of Alcohol Sales 9AM - 12AM

- Private and Special Events\* (9 AM – 3 PM)
- Happy Hour (4 PM- 7 PM)
- Appetizers & Alcohol Beverages (8 PM – 1 AM)

Sidewalk Cafe Hours: Sunday - Saturday (9AM - 10PM) At no time will alcohol be served outside at the cafe. There shall be no music or entertainment outside the Premises.

The Applicant's hours of non-live entertainment indoors (including amplified/recorded music), or any other organized group activities shall be as follows:

Sunday: 11AM - 12AM

Monday - Thursday: 8PM - 12AM

Friday: 4PM - 1AM

Saturday: 9AM - 1AM

The Applicant will not provide live entertainment or any live bands.

The Applicant will not apply for extended Hours as designated by the DC ABC Board. At no time shall the Applicant operate later than 1AM.

**4. Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground floor of the building and the sidewalk cafe. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.

**5. Capacity, Music, Noise, and Privacy:**

a. Applicant shall at all times adhere to its occupancy limit as specific in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.

b. Applicant shall limit the number of patrons on the sidewalk cafe to no more than 6 patrons or its Certificate of Occupancy Permit, whichever is lower.

c. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb peace, order, quiet enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

d. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate noise from the establishment that may be heard in surrounding residents' homes. Doors and windows (excluding service windows) facing Rhode Island Avenue will be closed during hours of alcohol sales and entertainment except as needed for the purpose of patrons to enter and exit.

e. Applicant shall configure all outdoor lighting to minimize light from entering adjacent residential properties.

f. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.

g. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps reasonably necessary to prevent the repetition of such violation.

**6. Entertainment:** The Applicant will not offer any live performances or live bands. The Applicant shall configure any and all speaker systems such as to minimize sound from being heard in the adjacent residential area. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation.

**7. Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations, and will inspect these areas a minimum of twice per day. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

**8. Security:** The Applicant agrees to provide MPD the hours of operation, and will allow MPD to enter the business at anytime during business hours and shall provide ABRA with the name of the Alcohol manager on duty.

**9. Cameras:** Applicant shall install security cameras inside the establishment and on the sidewalk cafe. The Applicant shall ensure that: a. The cameras used by the establishment are operational; b. Any footage of a crime or incident that threatens public safety is maintained for a minimum of 30 days; and, c. The unedited security footage is made available within 48 hours upon request of



ABRA or MPD.

**10. Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

**11. Parking:** Applicant will encourage transit use and care sharing, and will add messages to its Web site and customer information discouraging patrons from parking in the surrounding neighborhood. Applicant will direct patrons who drive to use available on street metered parking spaces rather than parking on residential streets.

**12. License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

**13. Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.


**14. Transfer/Sale of License:** In the event that Applicant sells the business to another individual/company, the same terms in this Agreement shall convey with the ABRA license.

**15. Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the 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 of emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (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 the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code§ 25- 446(e) in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.


If to Applicant: Winestock, LLC, t/a Fun It Up 2312 Rhode Island Avenue NE, Washington, DC  
Attn:Paul Winestock (202) 705-0024

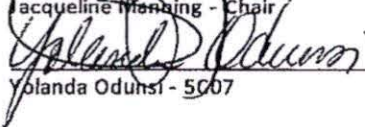
If to Protestants: Advisory Neighborhood Commission 5C, PO Box 91902, Washington, DC 20090,  
Attn: Jacqueline Manning, Chair.

**Winestock, LLC:**

Signature:   
Print Name: Paul Winestock

**ANC5C:**

Signature:   
Print Name: Jacqueline Manning - Chair

Signature:   
Print Name: Yolanda Oduh - 5007