

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

In the Matter of:)
)
JOKR US CORP and JOKR - 1011 4th St NW, LLC)
t/a JOKR)
)
Application for a New)
Retailer's Class A License)
)
at premises)
1011 4th Street, NW)
Washington, D.C. 20001)
)

License No.: ABRA-119319
Order No.: 2021-900

JOKR US CORP and JOKR - 1011 4th St NW, LLC, t/a JOKR, Applicant

Rachelle Nigro, Chairperson, Advisory Neighborhood Commission (ANC) 6E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that JOKR US CORP and JOKR - 1011 4th St NW, LLC, t/a JOKR (Applicant), Applicant for a new Retailer's Class A License and ANC 6E entered into a Settlement Agreement (Agreement), dated November 5, 2021, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Rachelle Nigro, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 30th day of December 2021, **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.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocu.com
Donovan Anderson
Key: 35432b07c6c1f6c6c270003d1dccc3

Donovan Anderson, Chairperson

eSigned via SeamlessDocu.com
James Short
Key: 547ec375c722c6cc3d15373d42945er

James Short, Member

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeamlessDocu.com
Jeni Hansen, Member
Key: 02172931f509447491b54f6ca416f9

Jeni Hansen, Member

eSigned via SeamlessDocu.com
Edward Grandis, Member
Key: 5027b1a7f030045ee14adnb52541ceb

Edward S. Grandis, Member

Pursuant to 23 DCMR § 1719.1, 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, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 20009. Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, District of Columbia 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 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).

Finally, in the case of a summary suspension, “A person aggrieved by a final summary action may file an appeal in accordance with the procedures set forth in subchapter I of Chapter 5 of Title 2.” D.C. Code § 25-826(d).

Settlement Agreement

by and between
JOKR US CORP and JOKR - 1011 4th St NW, LLC t/a JOKR
and
Advisory Neighborhood Commission No. 6E
for premises located at 1011 4th Street, NW

Recitations

WHEREAS, JOKR US CORP and JOKR - 1011 4th St NW, LLC ("Applicant") has applied for a new Retailer's Class A ABC License under the D.C. Alcoholic Beverage Control Act ("Application") with the ABC Board;

WHEREAS, the Applicant's premises will be at 1011 4th St., NW, which is located within Advisory Neighborhood Commission 6E ("ANC 6E"); and,

WHEREAS, the Application seeks approval for a Tasting Permit Endorsement;

WHEREAS, the Applicant and ANC 6E (collectively, the "Parties") desire to resolve potential issues in the operation of JOKR located at 1011 4th Street, NW, ("Establishment") and enter into this Settlement Agreement ("Agreement") in exchange for ANC 6E's not filing a protest against 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. **Hours.** The proposed Hours of Operation and Hours of Alcoholic Beverage Sales shall be 8:00am - 12:00am daily.
3. **Public Space and Trash.** Applicant shall take reasonable measures to maintain the cleanliness of the premises including the public space immediately adjacent to the premises. Applicant shall engage in regular extermination and pest abatement services by a reputable exterminator on at least a monthly basis.
4. **Noise.** Applicant will comply with all D.C. Official Code §25-725:
 - a) During all times, amplified music emanating from the boundaries of the 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.

5. **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.

6. **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' written 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: JOKR US CORP and JOKR - 1011 4th St NW, LLC t/a JOKR
1011 4th St., NW
Washington, DC 20001
Attn: Ralf Wenzel
Email: ralf@jokr.it

If to ANC: Advisory Neighborhood Commission 6E
P.O. Box 93020 Brentwood Station
Washington, DC 20090
Attn: Rachelle P. Nigro
Email: 6E04@anc.dc.gov

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.

7. **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.

[signatures on the following page]

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

Applicant:
JOKR US CORP

DocuSigned by:
By: Ralf Wenzel
Ralf Wenzel, CEO

Date: 10/28/2021

JOKR - 1011 4th St NW, LLC

DocuSigned by:
By: Ralf Wenzel
Ralf Wenzel, CEO

Date: 10/28/2021

Advisory Neighborhood Commission 6E:

By: Rachelle Nigro
Rachelle Nigro, Chair

Date: 11-5-21