

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

**In the Matter of:** )  
)  
Kitsuen, LLC )  
t/a Kitsuen )  
)  
Applicant for a New )  
Retailer's Class CT License )  
)  
at premises )  
1362 H Street, NE )  
Washington, D.C. 20002 )  
)

License No.: ABRA-110893  
Order No.: 2018-606

Kitsuen, LLC, t/a Kitsuen (Applicant)

Jay Williams, Co-Chair on behalf of Advisory Neighborhood Commission (ANC) 6A

**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 Kitsuen, LLC, t/a Kitsuen, Applicant for a new Retailer's Class CT License, located at 1362 H Street, NE, Washington, D.C., and ANC 6A have entered into a Settlement Agreement (Agreement), dated September 13, 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 6A, are signatories to the Agreement. The Applicant and Co-Chair Jay Williams, on behalf of ANC 6A, 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:

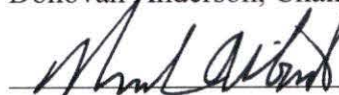
Section 5 (Modifications) – At the end of this Section, add the following language: “or as required by District law.”

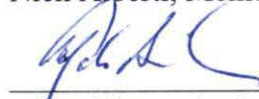
The parties have agreed to this modification.

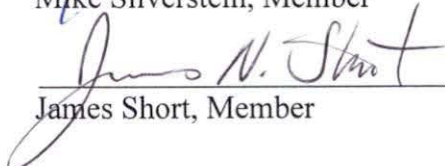
2. Copies of this Order shall be sent to the Applicant and ANC 6A.

District of Columbia  
Alcoholic Beverage Control Board

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

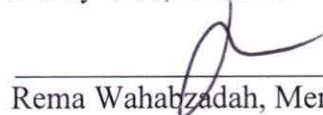
  
\_\_\_\_\_  
Nick Alberti, Member

  
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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

  
\_\_\_\_\_  
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).



Made this 13th day of September, 2018

by and between

**Kitsuen, LLC t/a Kitsuen**

1362 H Street, NE  
Washington DC 20002

and

**Advisory Neighborhood Commission 6A**

#### **Preamble**

Through this Agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood.

#### **Witnesseth**

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CT Liquor License at the subject premises; and,

#### **The Parties Agree As Follows:**

1. **Public Space Cleanliness and Maintenance.** Applicant will take reasonable steps to maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by taking reasonable measures to:
  - a. Pick up trash, including beverage bottles and cans, and all other trash.
  - b. Maintain regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
  - c. Deposit trash and garbage only in rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
  - d. Exercise due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
  - e. Assist in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.



**2. Business Operations and Practices.**

- a. Applicant will not provide or sell alcoholic beverages "to go," except for corked wine bottles or as otherwise permitted by DC law.
- b. Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
- c. Applicant, and all members of management hired to assist in managing the establishment, shall attend and complete an alcoholic beverage server training course/seminar within 30 days of employment by Applicant.
- d. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
  - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
  - ii. It is illegal to sell alcohol to anyone under age 21;
  - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart; and
  - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
- e. Upon request of the Board, Applicant's incident log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.
- f. Applicant will utilize and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- g. If Applicant offers valet services, Applicant shall provide valet parking services only with valet parking companies as defined, licensed, and in compliance with D.C. Municipal Regulations Title 24 Chapter 16. Applicant will not engage in valet parking that results in vehicles parked in residential parking spaces.

**3. Music / Dancing / Entertainment.**

- a. Applicant agrees to take reasonable steps to ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- b. No sound, noise, music, or voices emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located within a C-1, C-2, C-3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, or voices occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
- c. In order to mitigate noise on a sidewalk café or summer garden the following steps will be taken:
  - i. Applicant shall not offer any type of entertainment or pre-recorded music on the summer garden and/or sidewalk café, unless approved by the Board and the ANC in advance (e.g., for special events);
  - ii. A fence or other barrier will enclose the entire perimeter;
  - iii. One sign will be clearly posted to remind guests to keep their voices at normal speaking volume;
  - iv. Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones; and
  - v. Potted plants, trees, fountains, shrubbery, or other types of noise mitigation techniques will be incorporated into the decor.
- d. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" shall have the same definition as that found in DC law and DC's alcoholic beverage regulations.

4. **Cooperation with ANC 6A.** Applicant agrees to take reasonable steps to work on resolving issues preventing Applicant from fulfilling its obligations under this Agreement with all of the following: the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair (or Co-Chairs) of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment.
5. **Modifications.** This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446.
6. **Miscellaneous.**
  - a. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
7. **Enforcement.**
  - a. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees may immediately notify the Applicant and/or file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Applicant:**

By: Wayne Johnson Date: October 1, 2018

Signature: Wayne Johnson

**Advisory Neighborhood Commission 6A Representative:**

By: Jay Williams Date: October 2, 2018

Signature: Jay Williams, Co-Chair, ANC 6A ABL Committee