

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

In the Matter of:)
)
BANPH, LLC)
t/a Players Club)
)
Applicant for a New)
Retailer's Class CT License)
)
at premises)
1400 14th Street, NW)
Washington, D.C. 20005)
)

Case No.: 18-PRO-00003
License No.: ABRA-108190
Order No.: 2018-068

BANPH, LLC, t/a Players Club (Applicant)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Timothy Hillard, on behalf of A Group of Five or More Individuals

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 AND
WITHDRAWAL OF PROTESTS**

The Application filed by BANPH, LLC, t/a Players Club, for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 5, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2F, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated February 8, 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; Chairperson John Fanning, on behalf of ANC 2F; and Timothy Hillard, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2F and the Group of Five or More Individuals.

Accordingly, it is this 14th day of February, 2018, **ORDERED** that:

1. The Application filed by BANPH, LLC, t/a Players Club, for a new Retailer's Class CT License, located at 1400 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2F and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. 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 modifications:

Section 2 (Nature of the Business) – The second sentence shall be modified to read as follows: “Any change from this model is of great concern to the community and may require prior approval by the ABC Board.”

Section 3(a) (Hours of Operation) – The term “service” shall be replaced with the term “sales.”

Section 13 (License Ownership) – The language “transferee, assignee, or contractee” shall be replaced with the term “transferee.”

Section 14 (Binding Effect) – The language “and assigns” shall be removed.

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 2F, and Timothy Hillard, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board

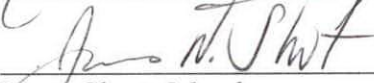
Donovan Anderson, Chairperson



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).

SETTLEMENT AGREEMENT TEMPLATE

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8th day of February, 2018, by and between BANPH, LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class Tavern ("CT") License (the "License") for a business establishment ("Establishment") located at 1400 14th Street, NW, Lower Level, Washington, D.C. (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Nature of the Business. The applicant will manage and operate a neighborhood pool hall. Any substantial change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
 - a. Alcohol service shall end 30 minutes prior to closing.
 - b. Exceptions to the standard hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on January 1 of each year Applicant may operate for one additional hour.
 - c. Standard hours shall be no later than:
 - i. Sunday – Thursday: closing by 1:45am
 - ii. Friday – Saturday: closing by 2:45am

4. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden.
5. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
6. Entertainment Endorsement. Applicant will provide pre-recorded music either through a DJ or juke box. No live music and no dance floor will be permitted.
7. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
8. Patrons. Applicant shall not serve nor permit the consumption of alcohol by patrons on the stairs or in the vestibule of the establishment at street level. Applicant shall take reasonable steps, including a posted notice requesting patrons respect nearby residences, and, if necessary, deploy an outside monitor to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
9. Manager's Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment

may be addressed. The Applicant shall maintain a log within the establishment to document any significant issue relating to the operation, including, but not limited to, complaints of noise, security, trash, , incidents, violence, crime, and/or operating hours. The log shall include, for each separate incident, to the extent provided by any related parties, the name of the parties, the date of the incident, any contact information provided by the parties, the nature of the incident, and the response taken by the Applicant or the Establishment, if required. Applicant shall make the Manager's log available to the Board for inspection and copying upon reasonable advance request.

10. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
11. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
12. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
13. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board as required by law. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) days to cure, efforts to cure the breach have not been commenced—the non-breaching party may seek any and all resolutions allowed by the

ABC Board pursuant to D.C. Official Code § 25-447. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: BANPH, LLC
Ian Hilton
905 U Street, N.W.

Copy to: Washington, DC 20001
Candace Fitch, Esq.
2009 14th Street, N.W.
Washington, DC 20009

If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.


ADVISORY NEIGHBORHOOD COMMISSION 2F

John
By: Fanning, Signatory  02/08/2018
Chairman

GROUP OF FIVE

By: Timothy Signatory  2/8/2018
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APPLICANT BANPH, LLC

By: Ian Hilton,  2/9/2018
Managing Member