

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

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In the Matter of:)	
)	
H & J Oriental Corporation)	
t/a Jenny's)	
)	
Substantial Change Application)	
for a)	License No. 71114
Retailer's Class "CR" License)	Case No. 60814-08/017P
at premises)	Order No. 2008-059
1000 Water Street, S.W.)	
Washington, D.C.)	
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H & J Oriental Corporation t/a Jenny's, Applicant

Roger Moffatt, Chairperson, Advisory Neighborhood Commission 6D, Protestant

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Albert G. Lauber, Member
Mital M. Gandhi

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Substantial Change Application for an Entertainment Endorsement to permit dancing and entertainment, having been protested, came before the Alcoholic Beverage Control Board (Board) on November 21, 2007, in accordance with D.C. Official Code § 25-601 (2001). Roger Moffatt, Chairperson, Advisory Neighborhood Commission (ANC) 6D, filed timely opposition by letter dated October 29, 2007.

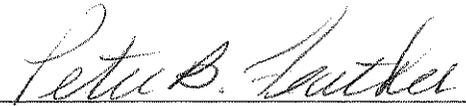
The official records of the Alcoholic Beverage Control Board (Board) reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated January 9, 2008, the Protestant has agreed to withdraw his protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

H & J Corporation
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Accordingly, it is this 16th day of January 2008, **ORDERED** that:

1. The protest of Roger Moffatt, Chairperson, ANC 6D, is **WITHDRAWN**;
2. The Substantial Change Application for an Entertainment Endorsement to allow dancing and entertainment at H & J Oriental Corporation t/a Jenny's, located at 1000 Water Street SW, Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



Judy A. Moy, Member

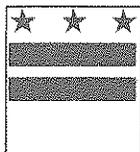


Albert G. Lauber, Member



Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

	Advisory Neighborhood Commission 6D	25 M Street, SW • Washington, DC 20024 202 554-1795 (O) 202-554-1774 (F)
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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 9th day of January 2008 by and between **H & J Oriental Corporation t/a Jenny’s Asian Fusion Restaurant** (“Applicant”), and **Advisory Neighborhood Commission 6D** (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR for a business establishment (“Establishment”) located at 1000 Water Street, SW 2nd Floor, Washington, DC 20024 (“Premises”);

WHEREAS, Protestant is Advisory Neighborhood Commission 6D, which filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this 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 written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary 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. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a **CR-02** establishment with an emphasis on food. 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 11 a.m. – 2 a.m.,
Monday through Thursday 11 a.m.– 2 a.m.,
Friday and Saturday 11 a.m. – 2 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 11 a.m. – 2 a.m.,
Monday through Thursday 11 a.m.– 2 a.m.,
Friday and Saturday 11 a.m. – 2 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the 2nd floor(s) of the building. The Establishment will have no more than 125 seats and the maximum occupancy of the Establishment shall not exceed 125 patrons.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries.
6. ***Noise and Privacy.*** 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 necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
8. ***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 Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the large capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to

minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along. Applicant will keep a written log of all calls for service when the establishment appropriately asks for assistance from MPD, and the Applicant will inform the ANC in writing and by email within a 72-hour period of any such calls.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the 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. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6D public meetings, which currently occur on the second Monday of each month at 7:00 p.m. at the St. Augustine's Church, Washington, D.C. 20024. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.
12. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it 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 an 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 seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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: Jenny's Asian Fusion
1000 Water Street, SW, 2nd Floor
Washington, DC 20024
Attn: Henry Liu
(202) 554-2202
Fax (202) 488-8610

If to Protestants: Advisory Neighborhood Commission 6D
Address: 25 M St. SW
Washington, DC 20024
Attn: Max Skolnik, Commissioner 6D01
(202) 554-1795
Fax (202) 554-1774

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.

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC 6D

Max Skolnik, Commissioner ANC 6D01

By: Printed Name



Signature

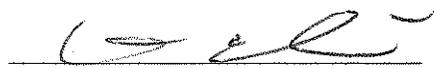
APPLICANT:

Jenny's Asian Fusion Restaurant

Jenny's
Establishment's Name

Henry Liu, Owner

Henry w Liu
By: Printed Name/ Title


Signature