

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

In the Matter of:

Axis Bar & Grill, LLC
t/a Sudhouse

Holder of a
Retailer's Class CR License

at premises
1340 U Street, N.W.
Washington, D.C. 20009

License No.: ABRA-075284
Order No.: 2016-092

Axis Bar & Grill, LLC, t/a Sudhouse (Licensee)

James Turner and John C. Green, Commissioners, Advisory Neighborhood Commission (ANC) 1B

Joan E. Sterling, President, Shaw-Dupont Citizens Alliance (SDCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Axis Bar & Grill, LLC, t/a Sudhouse (Licensee), ANC 1B, and SDCA have entered into a Settlement Agreement (Agreement), dated February 4, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioners James A. Turner and John Green, on behalf of ANC 1B; and Joan E. Sterling, on behalf of SDCA; are signatories to the Agreement.

Accordingly, it is this 24th day of February, 2016, **ORDERED** that:

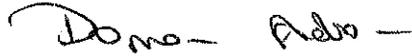
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 10 (Rats and Vermin Control) – The second sentence shall be modified to read as follows: “Applicant shall provide proof of its rat and vermin control contract upon the request of ABRA.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant, ANC 1B, and SDCA.

District of Columbia
Alcoholic Beverage Control Board



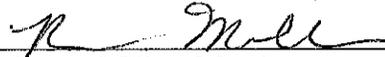
Donovan Anderson, Chairperson



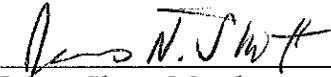
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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).

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

In the Matter of:

Axis Bar & Grill, LLC
t/a Sudhouse

Application for change to
Retailer's Class CT License

at premises
1340 U Street, N.W.
Washington, D.C. 20009

Case No.
License No. ABRA-075284
Order No.

Axis Bar & Grill, LLC t/a Sudhouse (Applicant)
John C. Green, Commissioner of ANC 1B12 (ANC)
Joan Sterling, Shaw-Dupont Citizens Alliance, Inc (SCDA)

**SETTLEMENT AGREEMENT
Change Retailer's Class Type CR to CT**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on the 4th day of Feb, 2016 by and between Axis Bar and Grill, LLC t/a Sudhouse, License #75284 ("Applicant"), Advisory Neighborhood Commission (ANC 1B12) and Shaw-Dupont Citizens Alliance, Inc. (SCDA) (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class T, License Number 75284 for a business establishment ("Establishment") located at 1340 U Street NW, Washington, D.C. ("Premises"), and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's Class Change application; and

WHEREAS, the Parties are desirous of entering into a Settlement 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 adverse effect on peace, order and quiet; residential parking and vehicular and pedestrian safety and over concentration of ABC licensed establishments in the neighborhood; 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 Class C Tavern with occasional live entertainment and food served daily, as noted below.

3. Interior Hours of Operation and Sale of Alcohol.

The Applicant's interior hours of operation shall be as follows:

Sunday through Thursday 10:00 am – 2:00am.
Friday and Saturday 10:00am – 3:00am.

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

Sunday through Thursday 10:00 am – 2:00am. (last call ½ hour prior)
Friday and Saturday 10:00am – 3:00am. (last call ½ hour prior)

4. Floors Utilized and Occupancy.

The Applicant will operate its establishment on the two (2) floors of the building. The Establishment will have no more than 105 seats and the maximum occupancy of the Establishment shall not exceed 120 patrons.

5. Parking.

The Applicant will ensure that vehicles parked in the rear of the Establishment will not extend onto the alley or abutting property.

6. Summer Garden Cafe.

Applicant plans to provide a summer garden with seating for 12 patrons. Protestant will not object to the 12 seat patron limit. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness.

The Applicant's Summer Garden hours of operation shall be as follows:

Sunday through Thursday 10:00 am. – 2:00am. (last call ½ hour prior)
Friday and Saturday 10:00am. – 3:00am. (last call ½ hour prior)

7. Entertainment.

Live performances are limited to Friday and Saturday, and limited to 4 performances per month, with no more than 6 performers.

Hours of live performances as specified above:
Friday and Saturday 6:00pm - 2:00am

Applicant acknowledges familiarity with and will comply with noise control provisions of the District of Columbia law and regulations. No dancing is permitted. No music will be played or amplified to any outdoor area, including but not limited to the summer garden. The doors and windows of the premises will be kept closed at all times during business hours when music is being played, except when persons are in the act of using the door for ingress or egress of the premises. Applicant specifically agrees to prevent front entry door and rear exit door from being propped open during live performances.

Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by outside promoters. Applicant will regulate volume of performances so as not to interfere with the ability of abutting businesses to conduct normal business. Applicant agrees to installation of sufficient sound proofing if or when it is shown that emissions of amplified sounds are in violation of District of Columbia regulations.

8. Noise and Privacy.

Applicant will strictly comply with D.C. Official Code § 25-725 (including the noise level requirements set forth in Chapter 27 and Chapter 28 of Title 20 of the District of Columbia Municipal Regulations); and to that end shall make architectural and noise mitigation 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, especially on the 2nd floor during hours-of-operation, and when live and recorded 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.

9. 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 maintain all dumpsters that are placed in the rear of the building.

Applicant shall ensure that the area around the dumpsters 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.

Applicant shall maintain regular trash and recycling services to assure that the trash holding area remains clean. Orderly and secure at all times. Applicant shall keep dumpsters closed except for

such times when refuse or recycling is being added or emptied. Applicant will have trash/dumpster pickup by a commercial hauler no fewer than four (4) times a week. Applicant will make reasonable effort to eliminate accessible food sources for rodents and other animals in the dumpster area at the rear of the Establishment. Applicant acknowledges the immediate proximity of residences to the south (rear) of the location, and will train staff and install signage for the staff requiring that this area should be quiet after 10:00pm weekdays and 11:00pm weekends. Dumping of trash and recyclables shall be coordinated so as not to disturb the peace and quiet of the neighboring residents.

Trash pick-ups will be made daily between 9:00am and 3:00pm. Dumping and/or removal of glass bottles will occur as needed between 9:00am and 9:00pm.

10. Rats and Vermin Control.

The Applicant shall provide rat and vermin control for its property twice each month. Applicant shall provide proof of its rat and vermin control contract upon the request of the SDCA or ANC 1B12.

11. Security and Public Loitering.

Applicant shall to the fullest extent permissible by law discourage loitering in the vicinity of the Premises at all times when the Establishment is open to the public, and shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

12. License Ownership and Compliance with ABRA Regulations.

Applicant promises 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 licenses, and agrees that SDCA shall have standing to ask the ABC Board to enforce any violations of the agreement.

13. Notice and Opportunity to Cure.

In the event that any of the parties is in breach of the 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 license fails to cure within the 30-day period (or, with respect to a breach which reasonable requires more than 30-day to cure, fails to commence cure such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with 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: Jamal Sahri
1340 U Street NW
Washington, DC 20009
202-525-4188

If to Boards: Advisory Neighborhood Commission
Shaw-Dupont Citizens Alliance, Inc.

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, SDCA and the ANC shall withdraw their protest, if protest has already been made, to the license class change.

Applicant:

Jamal Sahri
Jamal Sahri {printed}

Jamal Sahri
Signature

Protestants:

JOHN C. GREEN
ANC 1B12, Chair of ANC {printed}

[Signature]
Signature

James Lee
ANC 1B12, Commissioner {printed}

[Signature]
Signature

JOAN STERLING
SDCA, President {printed}

[Signature]
Signature

2/10/16

APPLICANT:

[Signature]
Establishment's Name

[Signature]
By: Printed Name/ Title

2/9/16