

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

In the Matter of:)	
)	
Hoang, LLC)	License No: 098132
t/a Pho 14)	Order No: 2015-474
)	
Petition to Approve Settlement Agreement)	
)	
at premises)	
1436 Park Road, N.W.)	
Washington, D.C. 20010)	
)	

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER APPROVING THE SETTLEMENT AGREEMENT AND
WITHDRAWING THE PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Hoang, LLC, t/a Pho 14, (Licensee), and ANC 1A have entered into a Settlement Agreement (Agreement), dated October 14, 2015, that governs the operation of the Licensee’s establishment pursuant to D.C. Official Code § 25-446.

The Agreement has been reduced to writing and has been properly executed and filed with the Board.

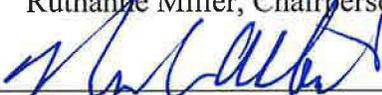
Accordingly, on this 28th day of October 2015, it is **ORDERED** that:

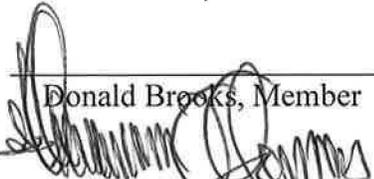
1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee’s establishment is **APPROVED** and **INCORPORATED** as part of the Licensee’s license, except for the following modifications consented to by the parties:
 - a. In Section 9, the word “ANC” in the second sentence shall be deleted and replaced with the term “Alcoholic Beverage Control Board.”

- b. In Paragraph 11, everything after the term “cause” in the third sentence shall be deleted and replaced with the following: “for filing a complaint with the Alcoholic Beverage Control Board.”
2. The parties consent to this modification and the Board approves the **WITHDRAWAL** of the protest filed by the ANC
3. Copies of this Order shall be sent to the Licensee and the ANC.

District of Columbia
Alcoholic Beverage Control Board

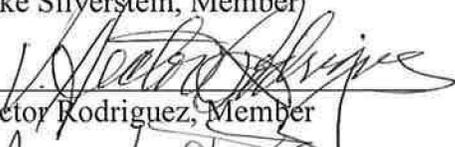

Ruthanne Miller, Chairperson

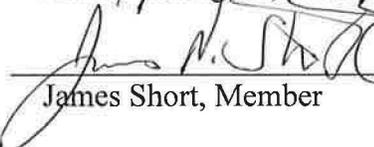

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, 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, NW, 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, 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 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).



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Marvin L. Johnson
SMD 1A04 – Matthew Goldschmidt
SMD 1A07 – Darwain Frost
SMD 1A10 – Rashida Brown

SMD 1A02 – Josue Salmeron
SMD 1A05 – Thu Nguyen
SMD 1A08 – Kent C. Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Tom Gordon
SMD 1A06 – Patrick W. Flynn
SMD 1A09 – Bobby Holmes
SMD 1A12 – Margaret Hundley

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of October 2015, by and between Hoang, LLC DBA Pho 14 (hereinafter the “Applicant”), and Advisory Neighborhood Commission 1A (“ANC 1A”), (collectively, the “Parties”).

WHEREAS, Applicant has filed application License No.: ABRA-098132 with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for a Retailers Class C license for a restaurant located at 1436 Park Road, N.W., Washington, D.C. (the “Restaurant”);

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to address neighborhood concerns by negotiating agreements, the Parties hereto being desirous on entering into an agreement whereby Applicant will agree to adopt certain measures to address ANC 1A’s concerns and ANC 1A will agree to support the application of the Retailer’s Class C License:

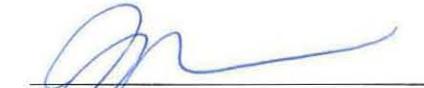
NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

- 1. Loitering:** All due diligence shall be made by the Applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness or other acts of aggression.
- 2. Smoking:** Applicant will encourage all patrons, by posted signs or other printed notation to smoke only in designated areas outside the Restaurant.
- 3. Hours of Alcohol Sale:** Applicant has right but is not obligated to sell alcoholic beverages in the Restaurant, only during the hours of 11:00 a.m. to 12:00 a.m. Monday through Sunday. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food to its patrons at all times it is open. No alcoholic beverages shall be sold to patrons who are purchasing food for takeout or delivery services. On special occasions the Restaurant may stay open later as permissible by DC law or ABRA.
- 4. Trash Removal:** Applicant will maintain regular trash removal service at a minimum of three (3) times per week. The Applicant shall place all trash in sealed trash containers that are rodent proof and limit the release of odors.
- 5. Noise and Noise Suppression:** Applicant acknowledges familiarity with and will comply with all noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or

noise, in accordance with DC Code 27-275. Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act.

6. **Removal of Grease and Oils:** Applicant will provide for the proper removal of grease and oils and will not deposit these substances in standard trash containers.
7. **Odor Management:** Applicant shall maintain its ventilating system in proper working order and shall promptly address any concerns about odors or smell coming from the Restaurant.
8. **Litter and Debris Removal:** Applicant will maintain all areas adjacent to the Restaurant, up to and including the curb, in a clean and orderly manner, free of trash and litter, in full compliance with applicable D.C. regulations in this respect, as often as needed.
9. **Rat and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rate and vermin control contract upon the request of the ANC. Applicant shall have the Restaurant and the area around the premises property cleaned at the end of each night to ensure that there are no garbage and odors present the following morning.
10. **Parking:** Applicant will encourage transit use, and will direct patrols to use nearby public parking facilities rather than parking on residential streets.
11. **Notice and Opportunity to Cure:** In the event that any of the parties are 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, upon receiving notice the noticed party will have thirty (30) calendar days to cure. Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from 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 mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business address. Notice shall be deemed given as of the time of receipt or refusal of receipt.
12. **Binding Effect:** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.
13. **Modification:** This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

WHEREFORE, by signing of duly-authorized representatives for the Applicant and ANC 1A, Applicant hereby agrees to the aforementioned covenants and ANC 1A withdraws its protest and objections to the issuance of the Class C License to Applicant, and Applicant and ANC 1A request that this Agreement be incorporated into the ABC Board's order issuing a Class C License.



Thu Nguyen
Commissioner, ANC 1A05



Tim Hoang
Owner, Hoang, LLC

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Certification:

At a regularly scheduled and publicly noticed meeting held on October 14, 2015, Advisory Neighborhood Commission 1A considered the above resolution. With a quorum of 11 Commissioners present, the Commission voted with 11 yeas, 0 nos, and 0 abstentions to adopt the above resolution.