

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

**In the Matter of:** )  
 )  
Freehand, LLC )  
t/a Freehand )  
 )  
Applicant for a New )  
Retailer’s Class CR License )  
 )  
at premises )  
1924 8<sup>th</sup> Street, N.W. )  
Washington, D.C. 20001 )  
 )

License No. ABRA-099260  
Order No. 2015-435

Freehand, LLC, t/a Freehand (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Freehand, LLC, t/a Freehand, Applicant for a new Retailer’s Class CR License, located at 1924 8<sup>th</sup> Street, N.W., Washington, D.C., and ANC 1B have entered into a Settlement Agreement (Agreement), dated August 14, 2015, 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 Chairperson James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 24th day of September, 2015, **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 modifications:

Section A (Noise – Sidewalk Café Area) – The following sentence shall be modified to read as follows: “Applicant agrees to furnish the sidewalk café with furniture designed to mitigate noise.”

Section J (Modification of Settlement Agreement) – This Section shall be modified to read as follows: “This Agreement may be modified by mutual agreement of the parties or otherwise permitted by law, with the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446.”

Section K (Binding Effect) – The following term shall be removed: “and assigns.”

The parties have agreed to these modifications.

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

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 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).

Voluntary Agreement Concerning Issuance of License 099260  
to Freehand LLC, 1924 8th St. NW Washington, DC 20001

THIS AGREEMENT made and entered into August 14, 2015 by and between Freehand LLC (Applicant) and ANC1B (Protestant) witnesses.

Whereas Applicant has filed application 099260 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CR license for premises to be known as Freehand, and to be located at 1924 8th St. NW Washington, DC 20001 (premises).

Whereas Protestant has concerns opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with 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 DCMR 905. Applicant will regularly monitor to assure no impact on nearby residents. The front and rear door will remain closed except to allow entrance to and exit from the building.

Sidewalk Cafe Area: Applicant will ensure that no temporary or permanent speakers will be present on or in the sidewalk cafe to include electronic devices used by patrons as speakers to play music during their entire visit in the sidewalk café. Once Applicant realizes that patrons are using their phone to play such amplified music, the Applicant shall notify patron that they must turn off the cell phone for such use or exit the Sidewalk Café. Applicant agrees not to have any live or recorded music or entertainment on or in the sidewalk cafe. Applicant agrees to post signage notifying patrons that the business is located in a residential area and request patrons to be respectful. Applicant agrees to furnish the sidewalk cafe with non-metal chairs, benches, and tabletops to help mitigate noise.

The 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 an outside contractor.

**B. FOOD AND ALCOHOL SERVICE.** The establishment's hours of operation shall be as follows:

Day	Hours of Sidewalk Cafe	Hours of Alcoholic Beverage Service Inside	Hours of Operation Inside
Monday	11:00AM to 10:00PM	11:00AM to 12:00AM	11:00AM to 12:00AM
Tuesday	11:00AM to 10:00PM	11:00AM to 12:00AM	11:00AM to 12:00AM
Wednesday	11:00AM to 10:00PM	11:00AM to 12:00AM	11:00AM to 12:00AM
Thursday	11:00AM to 10:00PM	11:00AM to 12:00AM	11:00AM to 12:00AM
Friday	11:00AM to 12:00AM	11:00AM to 12:00AM	11:00AM to 12:00AM
Saturday	10:00AM to 12:00AM	10:00AM to 12:00AM	10:00AM to 12:00AM
Sunday	10:00AM to 10:00PM	10:00AM to 12:00AM	10:00AM to 12:00AM

**D. TRASH/GARBAGE/RODENTS.** Applicant shall work with building management to:

- Maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean.
- To properly maintain trash dumpster(s) so that they close properly and do not leak.
- To only use rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- To request that its trash and recycling contractors pick up trash and materials no earlier than 9:00 AM and no later than 5:00 PM or as per agreements with JBG (the Landlord).

Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment. No recyclables will be dumped outside of the building between 10:00 PM and 9:00 AM.

**Sidewalk Cafe Bussing:** Applicant agrees that removal of trash, recycling, glassware, and dishware from the sidewalk cafe area shall be done in a manner that mitigates ambient noise; to include, but not limited to, no trash and recycling receptacles in the sidewalk cafe.

**E. CAPACITY & SIDEWALK CAFE SEATING.** Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant agrees to restrict the total sidewalk cafe capacity to 12 people. Tables and chairs shall be located within the sidewalk café area during all hours of operation. The sidewalk café area shall, at all times, be operated for the service of seated patrons. At no time shall tables and chairs be cleared so as to use the sidewalk café area as a standing cocktail area. Only seated patrons shall be served in the sidewalk café area.

**F. SMOKING.** Applicant agrees to maintain the sidewalk cafe as a non smoking outdoor space.

**G. PARKING.** Applicant will encourage transit use, and will encourage patrons to use nearby public parking facilities rather than parking on residential streets via signage and the website.

**H. SIGNAGE/PUBLICITY.** In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

**I. NOTICE AND OPPORTUNITY TO CURE.** In the event that any of the parties are in breach of this Agreement, each such party 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 thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing 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.

**J. MODIFICATION OF SETTLEMENT AGREEMENT.** This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board.

**K. BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

If to Applicant:  
Timothy Ma  
Freehand, LLC  
1924 8th St. NW  
Washington, DC 20001

With a copy to:  
Candace Fitch                      [cfitch@eslmgmt.com](mailto:cfitch@eslmgmt.com)

If to Protestants:  
ANC1B, Attn: Ellen Sullivan, ANC 1B02, Frank D. Reeves Municipal Center, 2000 14th St.,  
NW, Suite 100B, Washington, DC 20009, [1b02@anc.dc.gov](mailto:1b02@anc.dc.gov)

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon

compliance with the Voluntary Agreement.

**SIGNATURE BLOCKS**

Accordingly, on this 14 day of Aug 2015 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR license.

Applicant:

Freehand, LLC

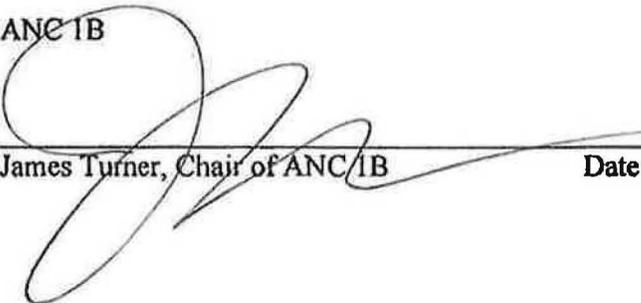
 8/14/2015  
Name Date

Protestants:

ANC 1B02

 8/14/2015  
Ellen Sullivan, Commissioner Date

ANC 1B

 8/14/2015  
James Turner, Chair of ANC 1B Date