

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

_____)	
In the Matter of:)	
)	
Two Brothers & a Sister, Inc.)	
t/a Jin)	
)	
Holder of a)	
Retailer's Class CT License)	License No. ABRA-023734
)	Order No. 2013-030
at premises)	
2017 14th Street, N.W.)	
Washington, D.C. 20009)	
_____)	

Two Brothers & a Sister, Inc., t/a Jin (Licensee)

Tony Norman, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
1B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Two Brothers & a Sister, Inc., t/a Jin, (Licensee) and ANC 1B entered into a Voluntary Agreement (Agreement), dated July 15, 2008, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (also known as Amendment to Voluntary Agreement), dated January 15, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the Licensee's hours of operation and sales of alcoholic beverages.

All terms and conditions of the original Agreement, not amended by the Amendment to Settlement Agreement, shall remain in full force and effect.

Two Brothers & a Sister, Inc.
t/a Jin
License No. ABRA-023734
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The Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Tony Norman, on behalf of ANC 1B, are signatories to the Amendment.

Accordingly, it is this 23rd day of January, 2013, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated January 15, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 1B.

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t/a Jin
License No. ABRA-023734
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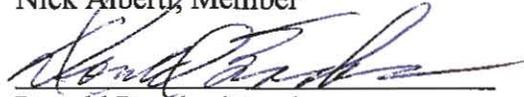
District of Columbia
Alcoholic Beverage Control Board



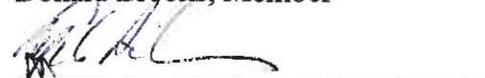
Ruthanne Miller, Chairperson



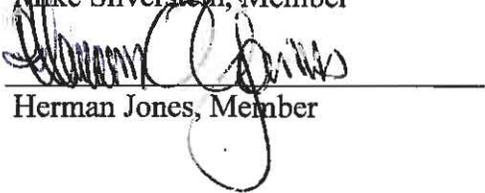
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY AGREEMENT
Two Brothers and a Sister, Inc. dba Jin

This Amendment to Voluntary Agreement is made and entered into this 15 day of January 2013, by and between Two Brothers and a Sister, Inc. ("Applicant") and ANC 1B ("Protestant").

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WHEREAS, the parties entered into a Voluntary Agreement dated July 15, 2008;

WHEREAS, the Voluntary Agreement recited the then hours operation of the establishment, which hours were the then maximum hours of operation permitted by law;

WHEREAS, by resolution made on July 2, 2009, at the regular duly called monthly meeting of the Protestant, the Protestant passed a resolution authorizing amendment of voluntary agreements that recite full hours allowed by law;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestant hereby agree as follows:

A. PARAGRAPH C. Paragraph C of the Voluntary Agreement is amended as follows:

"C. FOOD AND ALCOHOL SERVICE. The Applicant's hours will be permitted by the license assigned by law."

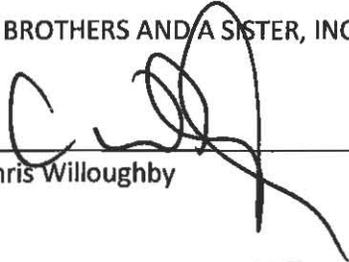
The Amendment is intended to mean that Applicant "can operate as permitted by law or by special exceptions adopted by the proper government agency."

B. VOLUNTARY AGREEMENT IN FULL FORCE AND EFFECT. Except as expressly provided in this Amendment, the Voluntary Agreement otherwise remains in full force and effect.

C. INCORPORATION INTO VOLUNTARY AGREEMENT. The parties request that this Amendment be accepted by the Board and incorporated as part of the text of the Voluntary Agreement approved by Order of the Board dated August 6, 2008.

APPLICANT:

TWO BROTHERS AND A SISTER, INC.

By: 
Chris Willoughby

PROTESTANT:

ANC 1B

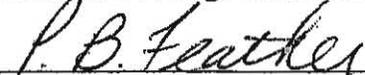
By: 
Print Name/Title: Tony Norman Chairman 1B

Two Brothers and A Sister, Inc.
t/a Jin
License No. 23734
Case No. 23016-06/035P
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Accordingly, it is this 6th day of August 2008, **ORDERED** that:

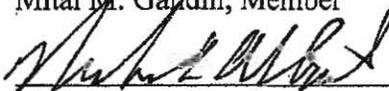
1. The protest of ANC 1B is **WITHDRAWN**;
2. The Application filed by Two Brothers and A Sister, Inc. t/a Jin, for an Entertainment Endorsement to its Retailer's Class CT License at 2017 14th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
4. Copies of this Order shall be sent to ANC 1B and to the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member

Mital M. Gandhi, Member


Nick Alberti, Member

Charles Brodsky, Member


Donald Brooks, Member

Herman Jones, 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.

Voluntary Agreement Concerning Amending CT02 License
23734 Two Brothers & A Sister Inc. dba Jin

THIS AGREEMENT made and entered into this 15th day of July 2008, by and between Two Brothers & A Sister Inc. (Applicant) and ANC1B (Protestant) witnesses:

Whereas Applicant has filed for amendment to license 23734 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for substantial change to class CT02 license for premises known as Jin, and located at 2017 14th Street NW, Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested 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 amended license and withdraw its protest 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 DC Official Code 25-725. Live music will be permitted on the first floor of the business only, and performances will conclude thirty minutes prior to closing. The entrance door and windows of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. The Applicant agrees to restrict all events to those run by the tavern and will not contract the tavern for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern that may be heard in surrounding resident's homes, and will use decibel-metering systems to monitor noise levels. Hours of entertainment will be: Sunday through Thursday 6PM to 2AM, and Friday & Saturday 6PM to 3AM.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files. Applicant agrees to notify Protestant in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

C. FOOD AND ALCOHOL SERVICE. Applicant has provided that its hours of operation will be Sunday through Thursday 11:00AM to 2:00AM, Friday & Saturday 11:00AM to 3:00AM. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in 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. Applicant will work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. 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 and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no later than 5:00PM.

E. CAPACITY. 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 will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

F. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office.

H. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. 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.

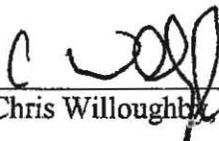
J. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature

or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty 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) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC 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.

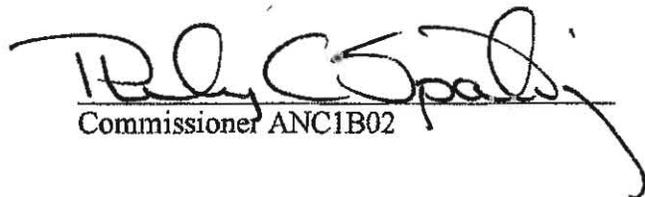
If to Applicant: Chris Willoughby, 2017 14th St. NW, Washington, DC 20009

If to Protestant: ANC1B, PO Box 73710, Washington, DC 20056

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 CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.


Chris Willoughby, Jin


Chairman, ANC1B


Commissioner ANC1B02

Accordingly, on this 15th day of July, 2008 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order amending Applicant's CT02 license.