

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

_____)
In the Matter of:)
)
Donburi, LLC)
)
Applicant for a New)
Retailer's Class CR)
)
at premises)
2438 18th Street, N.W.)
Washington, D.C. 20009)
_____)

Case No. 14-PRO-00098
License No. ABRA-096770
Order No. 2015-057

Donburi, LLC (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

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 AND
WITHDRAWAL OF PROTEST OF ANC 1C**

The Application filed by Donburi, LLC for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 22, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1C have entered into a Settlement Agreement (Agreement), dated February 4, 2015, that governs the operation of the Applicant's establishment.

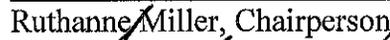
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Ted Guthrie, on behalf of ANC 1C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1C of this Application.

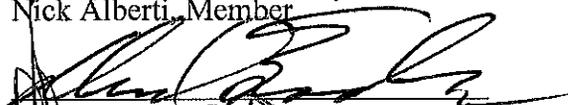
Accordingly, it is this 18th day of February, 2015, **ORDERED** that:

1. The Application filed by Donburi, LLC for a new Retailer's Class CR License, located at 2438 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C in this matter is hereby **WITHDRAWN**;
3. 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; and
4. Copies of this Order shall be sent to the Applicant and ANC1C.

District of Columbia
Alcoholic Beverage Control Board

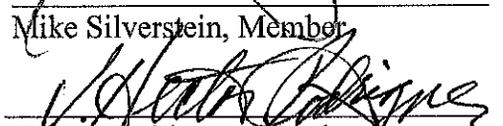

Ruthanne Miller, Chairperson

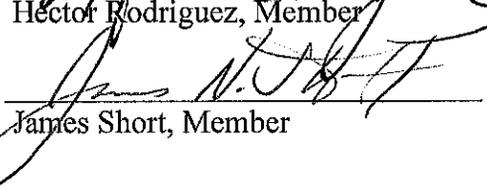

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

AGREEMENT, made this 4th day of February, 2015, by and between **Donburi LLC** (hereinafter "Applicant"), and **ANC 1C** (hereinafter "ANC"), witnesseth:

Whereas, Applicant has filed for a Class CR License No.96770, located at 2438 18th St., NW, Washington DC,

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, the Parties hereto desire to enter into an agreement whereby (1) Applicant will agree to adopt certain measures to address the concerns of ANC and to include this Agreement as a formal condition of its prospective application, and ANC will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Whereas, Applicant has agreed to take certain measures designed to ameliorate the concerns of ANC,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the **Parties hereby agree as follows**:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items **available at all times**. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

2. Entertainment

The parties agree that there will be no Entertainment endorsement.

3. Hours of Operation

Sunday through Thursday: 10:00 a.m. - 1:00 a.m.

Friday and Saturday: 10:00 a.m. - 3:00 a.m.

It is understood between the parties that the 10:00 a.m. opening time is not a requirement, but may be used at the discretion of the Applicant.

4. Seating

Interior seating capacity will not exceed 25 seats.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.c. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a 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.
- c) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- d) Music from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

- a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, 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 make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b) Applicant agrees to segregate and recycle bottles and glass refuse apart from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.
- c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d) 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 trash dumpsters.

dated: February 4, 2015.

SEUNG Joon Jang, owner 
for Donburi

Ted Cuthbert
for ANC 1C