

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

**In the Matter of:**

Brilliant, LLC  
t/a Flash

Holder of a  
Retailer's Class CT License

at premises  
645 Florida Avenue, N.W.  
Washington, D.C. 20001

License No.: ABRA-090823

Order No.: 2016-485

Brilliant, LLC, t/a Flash (Licensee)

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

**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 Brilliant, LLC, t/a Flash (Licensee) and ANC 1B have entered into a Settlement Agreement (Agreement), dated June 9, 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 Licensee and Chairperson James A. Turner and Commissioner Brian Footer, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 10th day of August, 2016, **ORDERED** that:

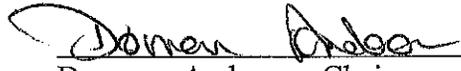
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 4 (Maintenance of Public Space) – Second paragraph, the first sentence shall be modified to read as follows: “Applicant acknowledges that failure to adhere to the restrictions in paragraphs 3 and 4, inclusive above, will constitute grounds for the designated representative of the protestants, whose signatures are affixed hereunto, to file a complaint with the Board pursuant to D.C. Official Code § 25-447 (2001 Ed.), to ascertain Applicant's compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms.”

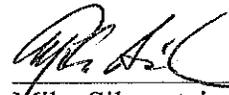
The parties have agreed to this modification.

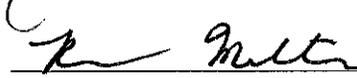
2. Copies of this Order shall be sent to the Applicant and ANC 1B.

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 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).

Made the 9 day of June 2016 by and between Brilliant, LLC dba Flash at 645 Florida Ave., NW, Washington, DC (hereinafter "Applicant"), and ANC 1B (hereinafter "Protestants").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") a request for the issuance of a Retailer's License Class C for 645 Florida Ave., NW, Washington, DC; and,

WHEREAS, the parties subsequently have negotiated in an effort to address potential issues and/or concerns with regard to the issuance of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to DC Official Code Section 25-446 (2001 ed.), commemorating their agreements;

NOW, THEREFORE, the parties agree as follows:

1. **Closing Hours and Last Call.** Applicant shall remain open at least one-half hour after "last call" is given, or one-half hour after ceasing the sale of alcoholic beverages, if last call is not given. The parties agree that these soft closing hours afford better and slower discharge of patrons during this one-half hour period to avoid less impact on the surrounding community.

2. **Outside Space.** No live music or live entertainment, except for a Disc Jockey, will be permitted on the roof deck or sidewalk patio. In addition, there will be no stereo speakers in the sidewalk patio area. Ambient sounds associated with interior speakers will not be considered a violation of the terms or intent of this provision. Applicant will also keep any and all rear doors on the ground level closed at all times.

3. **Trash/Rodents.** Applicant will have trash/dumpster pickup by a commercial hauler no fewer than three (3) times per week. Applicant will police the immediate environs of its premises daily and make its best efforts to keep said area clean of trash and debris. Trash pickup will commence no earlier than 8am. Recycling disposal in outside containers shall not occur between the hours of 11pm-8am. Applicant shall deposit trash and garbage only in dumpsters and shall see that dumpster covers fit properly and remain fully closed except for such times when trash and garbage is being added or removed. Applicant will make every reasonable effort to eliminate accessible food sources for rodents.

4. **Maintenance of Public Space.** Applicant will maintain public space outside the premises, including disposal of trash and debris from the alley behind its premises and the area immediately in front its premises.

Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 3 through 4, inclusive, above, will constitute grounds for the designated representative protestants, whose signatures are affixed hereunto, to petition the Board for issuance of an Order to Show Cause, pursuant to DC Official Code Section 25-447 (2001 ed.), to ascertain Applicant's compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms. Prior to so petitioning, however, the Designated representative protestants shall notify Applicant of any perceived violations and afford

Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.

The terms of this Voluntary Agreement in its entirety shall become effective upon ratification of this agreement by the District of Columbia Alcoholic Beverage Control Board. The parties request that the text of the Instant Agreement be incorporated in an order of the Board granting Applicant's request for Issuance of its Retailer's license Class C.

In further consideration of, and reliance upon the forgoing commitments by Protestants, the Applicant hereby request that its Application for Issuance of its Class C Retailer's License be issued.

In WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

PROTESTANTS,

THROUGH THEIR DESIGNATION REPRESENTATIVE PROTETANTS:

BY:  \_\_\_\_\_

Brian Footer, ANC Commissioner, ANC 1B 01

 July 21, 2016

James A. Turner  
Chair ANC 1B, Commissioner 1B09

APPLICANT

BY:  \_\_\_\_\_

Afshin Mottaghi, Brilliant, LLC dba Flash