

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

In the Matter of:)

HGH 1610, LLC)

Applicant for a New)
Retailer's Class CT License)

at premises)
1610 14th Street, N.W.)
Washington, D.C. 20009)

Case No. 12-PRO-00016
License No. ABRA-088785
Order No. 2012-339

HGH 1610, LLC (Applicant)

Andrea C. Ferster, Esq., on behalf of A Group of Five or More Individuals
(Approximately 45 Individuals) (Protestant)

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

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST
OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by HGH 1610, LLC for a new Retailer's Class CT, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 2, 2012, and a Protest Status Hearing on June 13, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and the Group of Five or More Individuals have entered into a Voluntary Agreement(Agreement), dated July 23, 2012, 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 Andrea C. Ferster, Esq., on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 15th day of August, 2012, **ORDERED** that:

1. The Application filed by HGH 1610, LLC for a new Retailer's Class CT, located at 1610 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. The Board notes that the definition of "DJ" in Section 3 of the Agreement is for purposes of this Agreement only; and
5. Copies of this Order shall be sent to the Applicant and Andrea C. Ferster, Esq., on behalf of the Group of Five or More Individuals.

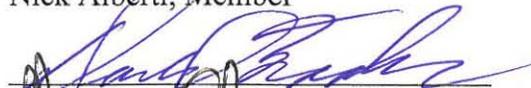
HGH 1610, LLC
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District of Columbia
Alcoholic Beverage Control Board

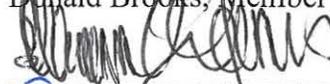
Ruthanne Miller, Chairperson



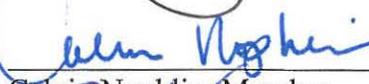
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline* Director

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2012 JUL 25 P 2:41

July 25, 2012

REC'D BY _____

VIA EMAIL AND HAND DELIVERY

Alcoholic Beverage Control Board
c/o Thea Davis, Deputy General Counsel
2000 14th Street, NW
4th Floor
Washington, DC 20009

**RE: Case # 12-PRO-00016
HGH 1610, LLC
1610 14th Street NW
License #88785
Retailer CT
New Application**

Dear Thea:

The parties have reached an agreement in the above-captioned matter. Enclosed is a Voluntary Agreement executed by Ari Gejdenson on behalf of the Applicant and Andrea C. Ferster on behalf of the Group of Five for the Board's consideration. The Applicant has also agreed to amend its hours of operation. Our office is filing an amendment to the Business Information Sheet which reflects the hours of operation with ABRA staff later today. Given the foregoing, please confirm the parties need not submit a Protestant Information Form later today, and the protest hearing will be removed from the Board's calendar next week.

Do not hesitate to contact me should you have any questions or require further information.

Very truly yours,



Andrew J. Kline

AJK/jrj

Encl.

cc: Sarah Fashbaugh, ABRA
Andrea Ferster, Esq.
Ari Gejdenson
(all via email w/encl.)

VOLUNTARY AGREEMENT

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THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 23rd day of July, 2012, by and between HGH 1610, LLC ("Applicant") and Andrea C. Ferster on behalf of a _____
Group of Five or More (approximately 45) ("Protestants").

RECITALS

(a) Applicant has applied for a Retailer Class CT License (the "License") for a business establishment ("Establishment") located at 1610 14th Street, NW, Washington, D.C. (the "Premises") ; and,

(b) Applicant desires to cooperate with Protestants in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) The Parties wish to enter into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Noise and Privacy. Applicant shall take reasonable efforts to ensure that music, noise and vibrations from the establishment are not audible from within the residential properties on Q (including 1401 Q Street) and on Corcoran Streets, NW. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any residential premises on Q (including 1401 Q Street) and on Corcoran Streets, NW, Applicant will take immediate remedial action. Doors in the rear of the operation shall not be propped open at any time. Applicant shall post signage near the exits instructing

patrons that they are within a residential neighborhood and asking that they leave quietly, but shall not be in violation of this Agreement unless such signage is not posted after Applicant has been given notice in accordance with section 9 below.

3. Dancing, Music and Entertainment. Applicant shall not market or advertise for dancing. The top and ground floors of the Establishment may offer electronically amplified live music or DJ performances no more than six times per year. Only unamplified live music (i.e., musical instruments and/or vocals without electronic amplification or microphones) or recorded music may be offered routinely on the top floor and ground floor. In addition, the ground floor may also offer amplified live music on Sundays up until 4:00 p.m. Except for the provisions of paragraph 2 hereof, this Agreement is not intended to restrict or prohibit amplified music or entertainment in the basement of the establishment, provided that on all floors and all nights, live music and DJ performances shall end one-half hour before closing. A "DJ performance" shall be defined as the playing of recorded music by one who also entertains by spoken words, or who manipulates the music so as to change what is audible from the original recording, such as by scratching, mashing, beatmatching, phrasing, slip cueing, or other techniques. A person who merely selects and plays recorded music from whatever source, shall, for purposes of this Agreement, be deemed a "music programmer," and, their activities shall not be considered a DJ performance.

4. Parking. Applicant shall notify patrons and potential patrons on the restaurant's website and on interior signage, of nearby available private parking lots.

5. Public Space and Trash. Applicant shall use best efforts to keep the sidewalk (up to and including the curb), and alley free of litter, bottles, and other debris. Applicant shall police the sidewalk (up to and including the curb), tree boxes and alley areas twice daily for refuse and

other materials. Applicant further agrees to hold all recyclable materials within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 9:00 a.m., and the Applicant shall schedule delivery trucks using the alley not earlier than 9:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises between the hours of 11:00 p.m and 9:00 a.m. on Saturday and Sunday and between the hours of 10 p.m. and 9 a.m on Monday through Friday.

6. Rat and Vermin Control. Applicant shall take all necessary steps to provide effective control of rats and vermin for the Establishment, including at a minimum monthly visits from a pest control professional.

7. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for

seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: HGH 1610, LLC
 Attn: Ari Gejdenson
 1610 14th Street, NW
 Washington, DC 20009

With a copy to: Andrew J. Kline
 Veritas Licensing & Legislative Affairs, LLC
 1225 19th Street, NW, Suite 320
 Washington, DC 20036

If to Group of 5: Mid City Residents Association
 1426 Q Street, NW
 Washington, DC 20009

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

PROTESTANT:

GROUP OF 5



By: _____
Andrea C. Ferster; Attorney and designated representative

Date Signed: _____ July 23, 2012 _____

APPLICANT:

HGH 1610, LLC

By: _____
Ari Gejdenson

Date Signed: _____ 7/24/2012 _____