

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

In the Matter of:	)	
	)	
Nobu DC, LLC	)	
t/a Nobu	)	
Applicant for a New	)	License No.: ABRA-100894
Retailer's Class CR License	)	Order No.: 2016-060
	)	
at premises	)	
2501 M Street, N.W.	)	
Washington, D.C. 20037	)	

Nobu DC, LLC, t/a Nobu (Applicant)

Patrick Kennedy, Chairperson, Advisory Neighborhood Commission (ANC) 2A

Kevin M. Houlihan, President, Westgate Residential Owners Association

**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 Nobu DC, LLC, t/a Nobu (Applicant), Applicant for a new Retailer's Class CR License, located at 2501 M Street, N.W., Washington, D.C., ANC 2A, and Westgate Residential Owners Association have entered into a Settlement Agreement (Agreement), dated December 23, 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; Chairperson Patrick Kennedy, on behalf of ANC 2A; and Kevin M. Houlihan, on behalf of Westgate Residential Owners Association; are signatories to the Agreement.

Accordingly, it is this 10th day of February, 2016, **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:

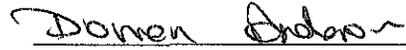
Section 8 (Binding Law; Venue; and Attorneys Fees) – This Section shall be modified to read as follows: “The awarding of legal costs to either party, as prescribed in Section 8, shall not be enforceable in any proceeding before the ABC Board.”

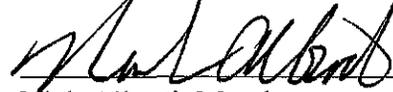
Section 9 (Binding on Successors and Assigns) – This Section shall be removed.

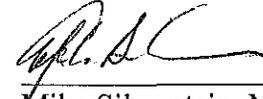
The parties have agreed to these modifications.

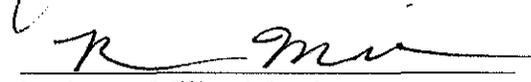
2. Copies of this Order shall be sent to the Applicant, ANC 2A, and Kevin M. Houlihan, on behalf of Westgate Residential Owners Association.

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).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 23<sup>rd</sup> day of December 2015 by and between NOBU DC LLC ("Applicant"), Advisory Neighborhood Commission 2A ("the ANC") and Westgate Residential Owners Association ("the Association").

### WITNESETH

WHEREAS, Applicant has applied to the District of Columbia Alcoholic Beverage Control Board for a Class CR license for a restaurant ("the Establishment") with a summer garden endorsement and an entertainment endorsement, to be located at 2501 M Street, NW Washington, DC, ("the Premises"); and,

WHEREAS, the Premises is within the building occupied by members of the Association; and,

WHEREAS, the parties are desirous of providing for governance of certain aspects of the operation of the Establishment in such a manner as to minimize the potential for negative effects of the Establishment on the members of the Association and the neighborhood at large; and,

WHEREAS, in lieu of contested proceedings the parties have agreed to enter into this Settlement Agreement pursuant to D.C. Code § 25-446 and request that the ABC Board incorporate the terms of this Agreement into the ABC license to be issued;

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. ***Nature of the Business.*** The applicant will operate a restaurant with indoor seating for 349 persons and a summer garden with seating for 40 persons.
3. ***Hours of Operation/Entertainment.***
  - (a) **The hours of operation of the Establishment and the hours of sale and service of alcohol in the interior of the Establishment shall be:**

Sunday to Saturday, 10:00 a.m. to 12:30 a.m.

It is understood that no patrons may remain on the premises beyond the above-specified closing hour.

Provided, however, (1) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular events (such as Inauguration), Applicant may avail itself of such extended hours; and, (2) on January 1 of each year Applicant may operate and serve alcoholic beverages until 2 a.m.

**(b) The applicant's hours of operation and hours of sale and service of alcoholic beverages on the summer garden, shall be:**

Sunday through Saturday 10:00 a.m. to 10:00 p.m.

It is understood that no patrons may remain on the summer garden beyond the above-specified closing hour.

No music or other form of entertainment, live or recorded (including speakers), shall be permitted on the summer garden.

**(c) Live entertainment in the interior of the Establishment shall be limited as follows:**

New Year's Eve is unrestricted. Otherwise, live entertainment shall be restricted to private events (not open to the general public).

4. **Trash Removal.** Trash shall be stored in a temperature-controlled manner in the interior of the Premises until such time as it is collected by Applicant's hauler. No trash collection shall occur prior to 7:00 a.m. weekdays or prior to 9:00 a.m. on weekends or Federal holidays.

5. **Exterior of Premises.** Applicant shall maintain the exterior areas immediately adjacent to the Premises (including the summer garden) in a neat, clean and orderly manner. Applicant shall provide a receptacle for disposal of cigarettes.

6. **Enforcement.** Applicant acknowledges that the ANC and the Association are relying on the foregoing commitments by Applicant in refraining from protest of the pending license application. In the event of perceived violations of the foregoing provisions, the ANC or the Association, as the case may be, shall provide written notice of such to the Applicant. If the Applicant fails to respond adequately to any notice of perceived violation within ten (10) days of receipt, it shall constitute grounds for any party to file a complaint with the ABC Board for an investigation of the matter pursuant to D.C. Code § 25-446 (c).

7. ***Incorporation of Agreement into License.*** The parties request that ABC Board enter an order approving Applicant's license application subject to the terms of this Agreement.

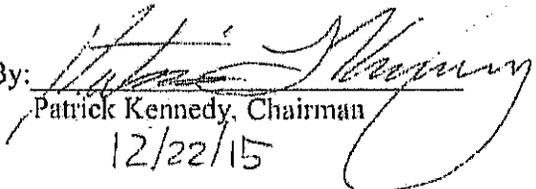
8. ***Binding Law; Venue; and Attorneys Fees.*** This Agreement shall be governed by the laws and regulations of the District of Columbia and shall be heard by the courts or regulatory agencies of the District of Columbia. In the event a party files an administrative, regulatory or legal action to enforce the terms set forth herein, the prevailing party(ies) shall be entitled to an award of its or their costs associated therewith, including reasonable attorneys fees.

9. ***Binding on Successors and Assigns.*** The provisions of this Agreement shall be binding on all successors and assignees of this Agreement.

ADVISORY NEIGHBORHOOD  
COMMISSION 2A

NOBU DC LLC

By:

  
Patrick Kennedy, Chairman

12/22/15

By:

  
John Kendrick, Chief Financial Officer

WESTGATE RESIDENTIAL OWNERS  
ASSOCIATION

By:

Kevin M. Houlihan, President

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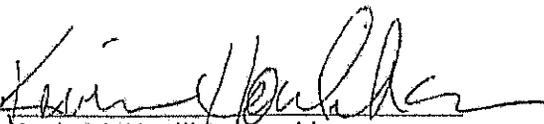
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ASSOCIATION

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