

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

In the Matter of:)	
)	
The Big Stick, LLC)	
t/a The Big Stick)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-094844
)	Order No. 2014-288
at premises)	
20 M Street, S.E.)	
Washington, D.C. 20003)	

The Big Stick, LLC, t/a The Big Stick (Applicant)

Roger Moffatt, Chairperson, Advisory Neighborhood Commission (ANC) 6D

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Big Stick, LLC, t/a The Big Stick, Applicant for a new Retailer's Class CR license, located at 20 M Street Street, S.E., Washington, D.C., and ANC 6D have entered into a Settlement Agreement (Agreement), dated May 12, 2014, 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 Chairperson Roger Moffatt, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 16th day of July, 2014, **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 7 – This section shall be modified to include a second sentence to read as follows: “All surveillance footage shall be provided within 48 hours upon the request of MPD or ABRA’s Enforcement Division.”

Section 8 – The following sentence shall be modified to read as follows: “If the Licensee fails to respond adequately to any notice of perceived violation within ten (10) days of receipt, the ANC may file a complaint with the ABC Board which will be investigated.”

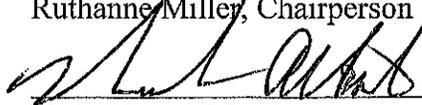
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



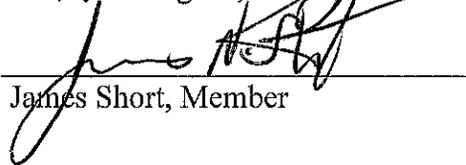
Donald Brooks, Member

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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 12th day of May, 2014, by and between The Big Stick LLC ("the Licensee"), and Advisory Neighborhood Commission 6D ("the ANC").

WITNESSETH

WHEREAS, the Licensee's application for a Class CR Alcoholic Beverage Control (ABC) license for premises 20 M Street, SE is pending before the District of Columbia ABC Board; and,

WHEREAS, said premises is within the jurisdictional boundaries of the ANC;

WHEREAS, the parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain aspects of the Licensee's operations;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. The Licensee shall operate a full-service restaurant with sidewalk cafe featuring food and beverages (alcoholic and non-alcoholic). The Licensee's interior occupancy shall not exceed 103; its sidewalk café seating shall not exceed 56. Hours of operation may commence as early as 8:00am daily and shall terminate no later than 2:00am Sunday – Thursday and 3:00am Friday - Saturday; provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of the extended hours so provided; and, (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours. Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.
2. The Licensee may offer live entertainment in the form of a "DJ" inside the establishment; provided, that any such entertainment shall terminate not later than 2:00am Sundays – Thursdays and 3:00am Fridays and Saturdays. Live entertainment will not be offered on the sidewalk café. The Licensee's operations shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725, taking all necessary and appropriate actions to ensure that music, noise, and vibration comply with said section 25-725, including, if necessary, reduction of noise levels. Should noise issues arise, the licensee will make available its representative to participate in sound level tests with a representative of ANC 6D.
3. Licensee will encourage employees and patrons to be considerate of residents in the neighborhood after departing the premises, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the

enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting.

4. Licensee will contract for regular rodent and pest (insect) abatement.
5. To maintain the peace, order and quiet of the surrounding neighborhood, Licensee shall receive all deliveries of food, beverages and supplies during hours between 8:00am and 9:00pm. Licensee shall not dispose of glass bottles outdoors after 11:00pm.
6. The Licensee shall undertake reasonable measures to ensure that alcoholic beverages are not served to minors. The Licensee's management and bartending staff shall be certified in recognized alcohol awareness programs (such as "TIPS" or "TAM").
7. The licensee shall maintain video camera coverage of the exterior of its premises. Surveillance footage shall be maintained for a minimum of thirty (30) days before erasure.
8. In the event of perceived violations of the foregoing provisions by Licensee, the ANC shall provide written notice of such to the Licensee. If the Licensee fails to respond adequately to any notice of perceived violation within ten (10) days of receipt, the ANC may petition the ABC Board, pursuant to DC Code 25-446(e) for issuance of a notice to show cause in order to enforce the provisions of this Agreement.
9. The Licensee acknowledges that the ANC is relying on the foregoing commitments in determining to withdraw protest as may heretofore have been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ADVISORY NEIGHBORHOOD COMMISSION 6D

By: Roger Moffatt
Andrew Litsky, Chairman
Roger Moffatt

THE BIG STICK LLC

By: J
Justin J. Ross, Managing Member