

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

In the Matter of:

Café Circuit, LLC
t/a The Wydown

Application for a New
Retailer's Class CR License

at premises
600 H Street, N.E.
Washington, D.C. 20002

License No.: ABRA-104111

Order No.: 2016-696

Café Circuit, LLC, t/a The Wydown (Applicant)

Stephen O'Neal, Commissioner, Advisory Neighborhood Commission (ANC) 6C

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Café Circuit, LLC, t/a The Wydown (Licensee) and ANC 6C entered into a Settlement Agreement (Agreement), dated November 22, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 7th day of December, 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 modifications:

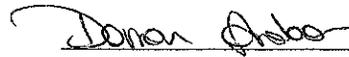
Section 1 (Nature of Business) – After the third sentence, the following language shall be added: “For purposes of this section, a “special event” shall mean any event organized by Applicant for specific occasions, themed-events, limited-entry events, and other such occurrences.”

Section 1 (Nature of Business) – The last sentence shall be removed.

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 6C.

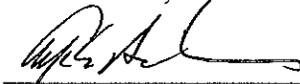
District of Columbia
Alcoholic Beverage Control Board



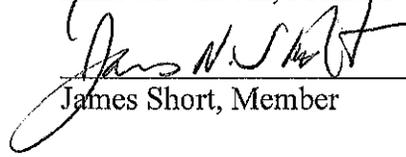
Donovan Anderson, Chairperson



Nick Alberti, Member

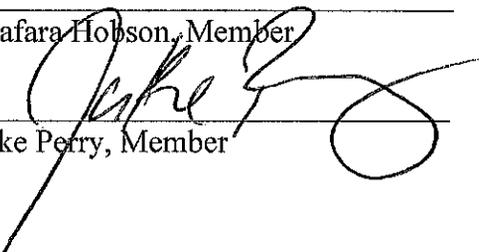


Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, 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 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).

THIS AGREEMENT is made and entered into as of this 22 day of November 2010 by and between Café Circuit, llc, operating under the trade name "The Wydown" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 6C, (hereinafter "Protestants"). ABRA

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for its Class C license for premises of 600B H Street N.E., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants' will agree to the issuance of the ABC License and withdraws their Protests.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class C (as such term is defined in ABC statutes and regulations). Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. Applicant will not charge a cover to enter the establishment or any portion of the establishment, except during special events. Applicant will not participate in any "Pub Crawl" promotions. Applicant will not permit dancing, amplified performance of live music, or karaoke. At no time shall there be more than 64 patrons on the premises, unless for special events. The number of special events shall be limited to not more than 3 events every 12 weeks. With the written permission of the ANC, additional special events may be authorized.
2. **Hours of Operation:** Applicant's operating hours shall not exceed 6 a.m. to 1 a.m. daily. Sale of alcoholic beverages shall not exceed 8 a.m. to 12 a.m. during the week, and until 1am Friday and Saturdays. It is understood that after cessation of said "operating hours," no patrons shall remain on the premises. Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the evening); 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.
3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood 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.

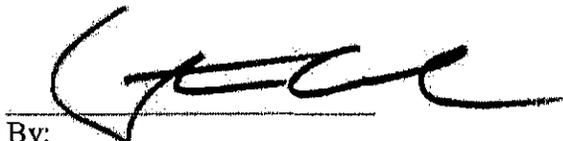
4. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trashcans.
5. **Withdrawal of Protest:** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
6. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint pursuant to D.C. Code 25-446(e) in order to enforce the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 22 day of November, 2016.

APPLICANT


By: _____

ADVISORY NEIGHBORHOOD COMMISSION 6C


By: _____
Stephen O'Neal
ANC 6C ABL Committee Chair