

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

In the Matter of:)	
)	
Ventnor Group, LLC)	
t/a Ventnor Sports Cafe)	
)	License No. 072529
Applicant for Renewal of a)	Order No. 2010-440
Retailer's Class CR License)	Case No. 10-PRO-00053
at premises)	
2411 18th Street, N.W.)	
Washington, D.C. 20009)	

Ventnor Group, LLC, t/a Ventnor Sports Cafe, Applicant

Todd Canterbury, on behalf of A Group of Three or More Individuals

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ventnor Group, LLC, t/a Ventnor Sports Cafe, (Applicant), has submitted an Application to Renew its Retailer's Class CR License, located at 2411 18th Street, N.W., Washington, D.C. The Applicant and Todd Canterbury, on behalf of the Group of Three or More Individuals, have entered into a Voluntary Agreement, dated August 10, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Todd Canterbury, on behalf of the Group of Three or More Individuals, are signatories to the Agreement.

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Accordingly, it is this 18th day of August 2010, **ORDERED** that:

1. The Application filed by Ventnor Group, LLC, t/a Ventnor Sports Cafe (Applicant), for renewal of its Retailer's Class CR license located at 2411 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;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 are **APPROVED** and **INCORPORATED** as part of this Order, except that the first sentence in Section 2 shall read as follows:

"Applicant shall have an employee monitor the Summer Garden regularly when patrons are there."

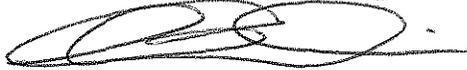
The Parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and Todd Canterbury, on behalf of the Group of Three or More Individuals.

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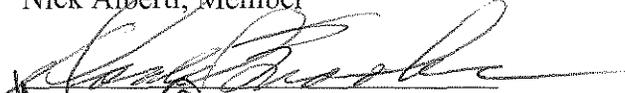
Charles Brodsky, Chairperson



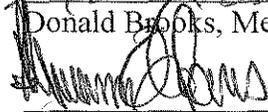
Mital M. Gandhi, Member



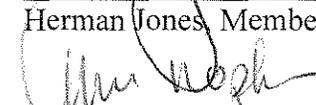
Nick Alberti, Member



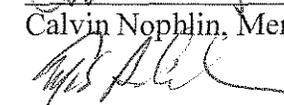
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

ALCOHOLIC BEVERAGE CONTROL LICENSE SETTLEMENT AGREEMENT

THIS ALCOHOLIC BEVERAGE CONTROL LICENSE SETTLEMENT AGREEMENT made and entered into this 10th day of August 2010 (the "Agreement"), by the Ventnor Group, LLC t/a Ventnor Sports Café, 2411 18th Street, NW ("Applicant") and Steven Spurlock, Todd Canterbury and David Orange ("Protestants").

RECITALS

WHEREAS, Applicant is the holder of a Retailer's license class CR for premises located at 2411 18th Street, NW, Washington, DC;

WHEREAS, Applicant is bound by a Cooperative Agreement Concerning Substantial Change of License for Sale of Alcoholic Beverages entered into by its predecessor, East Meets West with Advisory Neighborhood Commission 1C (the "Original Cooperative Agreement");

WHEREAS, the Original Cooperative Agreement was amended by Amendment to Cooperative Agreement Concerning License for Sale of Alcoholic Beverages entered into by Applicant with ANC 1C and the Kalorama Citizen's Association (the "Amendment");

WHEREAS, the Protestants have protested the renewal of the Applicant's license;

WHEREAS, Applicant has a rooftop summer garden area in the rear of the Premises (the "Summer Garden")

WHEREAS, the parties desire to enter into this Agreement to resolve the protest that has been filed by Protestants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

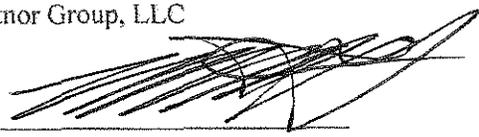
1. Recitals Incorporated. The recitals above are incorporated herein by reference.
2. Monitoring of Summer Garden. Applicant shall have an employee monitor the Summer Garden at least every 15 minutes, when patrons are there. The monitor, shall, if necessary, remind patrons that there are residences adjacent to the Summer Garden and that any loud and boisterous conduct in the Summer Garden is inappropriate. In addition, within 90 days of the Board's Order approving this Agreement, Applicant shall install a camera directed to the Summer Garden so that the area may be monitored from inside the establishment.
3. Response to Complaints. Applicant shall provide a telephone number for the owner, or other person in charge of the establishment, who can be called concerning noise or other issues related to the operation of the Summer Garden. In the event of change in the telephone number or the identity of the owner or manager in charge, updated information shall be provided to the Protestants within 10 days of such change.

4. Closing of Rear Door. The outermost door to the Summer Garden shall not be propped or tied open, but shall be kept closed during all hours of operation, except when patrons, employees or other persons are entering or exiting the premises from or to the Summer Garden.
5. Disposal of Bottles and Glass. Applicant shall not dispose of bottles and glass refuse in any outside container during the hours of 11:00 p.m. to 8:00 a.m.
6. No Effect on Other Agreements. This Agreement shall be deemed a separate agreement and shall have no effect on the Original Cooperative Agreement, as amended, which Agreement shall remain in full force and effect, unless amended or terminated by the parties to such Agreement, or otherwise in accordance with statute, regulation, or Board procedures.
7. Withdrawal of Protest. In consideration of the undertakings on the part of the Applicant set forth above, the Protestants shall withdrawal their protest to the renewal of Applicant's license.

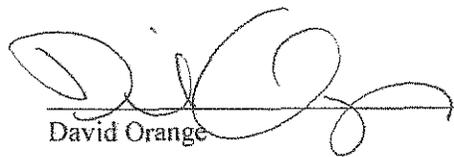
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

APPLICANT:

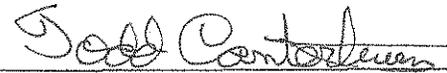
Ventnor Group, LLC

By: 
Scott Auslander

PROTESTANTS:


David Orange


Steven Spurlock


Todd Canterbury