

71271

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

**In the Matter of:** )  
)  
The Journey Group, Inc. )  
t/a Blue Fin Sushi )  
)  
Application for a Retailer's Class CR )  
License )  
at premises )  
2309 18<sup>th</sup> Street, NW )  
Washington, D.C. )  
\_\_\_\_\_ )

Application no.: 60833-05/007P  
Order no.: 2005-39

The Journey Group, Inc., Applicant

Peter Lyden, President, on behalf of the Reed-Cooke Neighborhood Association, and  
Matt Forman, on behalf of the Kalorama Citizens Association, Protestants

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application for a new Retailer's Class "CR" License, having been protested, came before the Board on November 17, 2004, in accordance with D.C. Official Code § 25-601 (2001). Peter Lyden, President, on behalf of the Reed-Cooke Neighborhood Association, and Matt Forman, on behalf of the Kalorama Citizens Association, filed timely opposition by letters on October 19, 2004.

The official records of the Board reflect that the Protestants and the Applicant have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. The Board is approving the agreement with the following change. The Board is amending provision 5a) to read as follows: "a) The Applicant agrees to abide by all applicable noise provisions of D.C. laws and regulations, including but not limited to D.C. Official Code § 25-725, as amended." Pursuant to the agreement, dated November 12, 2004, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

**The Journey Group, Inc.**

**t/a Blue Fin Sushi**

**Case no. 60833-05/007P**

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Accordingly, it is this 14<sup>th</sup> day of February 2005, **ORDERED** that:

1. The protests of Peter Lyden, President, on behalf of the Reed-Cooke Neighborhood Association, and Matt Forman, on behalf of the Kalorama Citizens Association, are **WITHDRAWN**;
2. The application of The Journey Group, Inc., t/a Blue Fin Sushi, for a Retailer's Class "CR" License at 2309 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced final agreement, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

The Journey Group, Inc.  
t/a Blue Fin Sushi  
Case no. 60833-05/007P  
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District of Columbia  
Alcoholic Beverage Control Board

Charles A. Burger

Charles A. Burger, Chairperson

Vera M. Abbott

Vera M. Abbott, Member

not voting

Judy Moy, Member

Audrey E. Thompson

Audrey E. Thompson, Member

Peter B. Feather

Peter B. Feather, Member

not voting

Albert G. Lauber, Member

not voting

Eartha Isaac, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**COOPERATIVE AGREEMENT CONCERNING ISSUANCE OF ABC LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, made and entered into this 12th day of November, 2004, by and between The Journey Group, Inc., trading as Blue Fin Sushi (hereinafter the "Applicant"), the Kalorama Citizens Association (hereinafter the "KCA"), and the Reed-Cooke Neighborhood Association (hereinafter the "RCNA"). These constitute the "Parties".

**Whereas**, Applicant has filed an Application (No. 60833) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the issuance of a new Class CR-01 License (No.71271) to be located at 2309 18th Street, NW, Washington DC 20009,

**Whereas**, both the KCA's and RCNA's membership boundaries are within the affected area and both the KCA and RCNA have members residing within the affected area,

**Whereas**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) the Protestants will agree to the issuance of the license, and withdrawal of the protest, provided that such Agreement is incorporated into the Board's order approving such issuance, which order is thereby conditioned upon compliance with such Agreement,

**Whereas**, at the time of this Agreement, Applicant has ready for operation the first floor of 2309 18th Street, NW and is applying to the ABC Board under 23DCMR 405.1 for the addition of the basement to the premises for the purpose of storage and service of alcoholic beverages and food,

**Whereas**, the ABC Board ruled on July 14, 2004 that "significant problems with peace, order and quiet, particularly with respect to noise, litter, disorderly conduct, crowd control, vehicular and pedestrian safety, as well as parking problems to still exist during late evening hours in the Adams Morgan Moratorium Zone", and

**Whereas**, Blue Fin Sushi, located at 2309 18th Street, NW is located within the Adams Morgan Moratorium Zone, and will contribute incrementally to the aforementioned problems in proportion to its allowable occupancy as it relates to the total combined occupancy of all the "C" and "D" licensed establishments within the Zone,

**Whereas**, Applicant has recently taken or intends to take certain measures designed to ameliorate the KCA and the RCNA's concerns,

**Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

1. Operation

ONE HOUR

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available until ~~1~~ hour before closing and Sushi available at all times, on both the first floor and the basement level whenever either floor of the establishment is open for business. Applicant shall keep on hand sufficient food supplies to fulfill menu items.

11-17-2001  
ok DJKCA  
ok SM

Upon granting of the license by the ABC Board, Applicant agrees that the restaurant will, within the first year of operation, and, contingent upon successfully added a deck as set forth herein, make reasonable efforts to develop a lunch-time business.

Applicant agrees to seek no change in license class.

2. Premises.

Applicant agrees that the areas of premise for service of food and alcoholic beverages shall be only the first floor and the basement, except that the rear portion of the basement will be used for office space and storage.

There shall always be sufficient tables and chairs on each floor of the establishment to seat the allowable occupancy of patrons. The tables and chairs will always be arranged for dining and never will be moved aside to allow for dancing, with the exception of New Year's Eve into January 1st of each year until 4:00 am.

Applicant shall maintain the rear portions of the basement as storage and office space for the restaurant. Applicant agrees to maintain rest rooms for patrons on both the first floor and basement levels.

Applicant shall not seek to expand the restaurant beyond the basement and first floor as described in this agreement. Applicant shall not apply to expand the size of the building to the rear except for the purpose of applying for a raised deck on the first floor level that is approved by normal permit application standards, but shall maintain the rear yard at ground level for the purpose of employee parking and storage of trash, waste and recycling items. Any such rear deck shall be seasonal and shall not be enclosed. Trash dumpsters and recycling containers will be kept on the private property of the rear yard. Applicant may use the rear yard as parking to the extent that the parking use does not force the dumpster(s) and/or recycling containers off private space into the public space of the alley.

Applicant will not serve alcoholic beverages or serve food in the basement level before receiving ABC Board approval.

3. Hours of Operation

First Floor and Basement.

Sunday ~~through Wednesday~~: 11:30 am until 12:00 am, MIDNIGHT  
MONDAY AND TUESDAY : 11:30 AM UNTIL 12:30 AM  
WEDNESDAY : 11:30 AM UNTIL 1:00 AM

ok DJKCA, 11-17-2001  
ok (S) KCA 11/17/01  
ok SM

Thursday: **11:30 am until 2:00 am,**

Friday and Saturday: **11:30 am until 3:00 am,** with the exception of each January 1st, when the Applicant may be open until the legal limit of 4:00 am as provided at 25-723(c).

Hours of operation for possible future rear deck summer garden: **11:30 am until 11:00 pm, seven days a week.**

#### 4. Occupancy

Capacity will not exceed:

**First floor dining room and bar:** Certificate of Occupancy permit number 70159 issued by the Government of the District of Columbia, DCRA on 2-10-2004, allows an **occupancy load on the first floor** of: **39**. The Parties agree that should further occupancy be granted to Applicant upon subsequent application and review by DCRA, that the maximum occupancy load of the first floor shall be no more than 45 persons. If no further occupancy is granted, the Parties shall amend this section, removing this and the previous sentence.

Whereas, Applicant has applied to the ABC Board under 23DCMR 405.1 for the use of the basement level of 2309 18th Street, NW for the purpose of storage and service of alcoholic beverages and food, and use as part of the restaurant. The maximum load of the basement Certificate of Occupancy is unknown as of the date of execution of this agreement. Nevertheless, the Parties agree that the occupancy of:

**The Basement dining area and bar shall not exceed: 40, or the number of persons allowed by DCRA on a separate Certificate of Occupancy for the basement level, whichever number is smaller.**

**Upon issuance of separate Certificate of Occupancy for the basement level, the Parties agree to fill in and initial the section below.**

Total as shown on DCRA-issued Certificate of Occupancy for the basement level at 2309 18<sup>th</sup> Street, NW is \_\_\_\_\_. Basement of 2309 18<sup>th</sup> Street, NW, Certificate of Occupancy permit no. \_\_\_\_\_ and date of issuance \_\_\_\_\_.

Total allowable occupancy of the establishment: \_\_\_\_\_.

Accepted by: Applicant \_\_\_\_\_ Date \_\_\_\_\_, KCA \_\_\_\_\_ Date \_\_\_\_\_, RCNA \_\_\_\_\_ Date \_\_\_\_\_.

#### 5. Noise/Music

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.
- b) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c) Music from inside will not be audible at surrounding residential housing areas.
- d) There will be no cover charge.
- e) There will be no dancing at the establishment with the exception of each New Year's Eve into January 1st until 4:00 am.
- f) There will be no designated dance area.
- g) There will be no live entertainment of any type, with the exception of New Year's Eve into January 1st until 4:00 am and as allowed under 23DCMR 1003.1 and 23DCMR 1003.2 , *which allows, upon Board application and approval, a one-day "substantial change" to provide a requested form of live entertainment* up to 6 times per year including New Year's Eve. Live entertainment does not include the playing of recorded music, which is permitted.
- h) There will be no loudspeakers of any kind, and no radio, cd player, tape player, television or other mechanical source of sound or noise used on the possible future rear deck summer garden.

#### 6. Trash/Garbage/Rodent Control

- a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in a rodent-proof dumpster(s) and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.
- b) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law) from trash and agrees there will be no loud dumping of bottles, or pickup of the recycling and refuse in the alley behind the restaurant between the hours of 11:00 pm and 8:00 am, seven days a week. No trash, waste or recycling of any kind will ever be left on the ground.
- c) Applicant will provide for the proper removal and recycling of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash containers. Applicant agrees to provide the Protestants with a copy of the contract to remove grease/fatty oils from the establishment.

## 7. Exterior, Including Public Space

Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment on 18th Street to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

## 8. Miscellaneous

a) Applicant agrees not to place outside any loudspeaker, tape player, CD player, or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

b) Applicant agrees to operate the establishment under the terms of its license and will not rent out, or otherwise make available the establishment to third parties for events where the owner-manager is not present and managing the business.

c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on trees, lampposts, street signs or any vehicle parked in the public space.

## 9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

## 10. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or in the rear of the premises during business hours and at closing, and to cause patrons and employees to leave those areas quietly at closing. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:30 pm to 7:00 am.

There shall be no rear entry or exit of patrons at the rear of the building except in the case of emergency.

## 11. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

## 12. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the Protestants

from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his/her establishment and shall familiarize all his/her employees with its conditions.

Applicant.

Kalorama Citizens Association

By:

Shrinath Malur Title

*[Signature]*

Pres 11-17-04

Date

By

Denis I. E. James,

*[Signature]*

11-17-2004

Date

Executive Vice President, KCA

Kalorama Citizens Association

Reed-Cooke Neighborhood Association

By

Peter Lyden,

President, RCNA

*[Signature]*

11/17/04

Date

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

**In the Matter of:**

_____ )		
The Journey Group, Inc. )		
t/a Blue Fin Sushi )		
Application for a Retailer's Class CR )		
License – substantial change )	Case no.:	60833-05/039P
at premises )	License no.:	71271
2309 18 <sup>th</sup> Street, N.W. )	Order no.:	2005-39
Washington, D.C. )		
_____ )		

BEFORE: Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Audrey E. Thompson, Member  
Judy A. Moy, Member  
Peter B. Feather, Member  
Albert G. Lauber  
Eartha Isaac

ALSO PRESENT: Shrinath Malur, on behalf of the Applicant

Bryan Weaver, on behalf of Advisory Neighborhood  
Commission 1C, and Denis James, President, on behalf of the Kalorama  
Citizens Association (Protestants)

**FINDINGS OF FACT, CONCLUSIONS OF LAW,  
AND ORDER**

The substantial change application, filed by The Journey Group, Inc., t/a Blue Fin Sushi, to add recorded music by an individual, such as an employee or deejay, at premises 2309 18<sup>th</sup> Street, N.W., initially came before the Alcoholic Beverage Control Board ("Board") for a roll call hearing on June 15, 2005. It was determined at the June 15, 2005 roll call hearing that timely protests were filed pursuant to D.C. Official Code § 25-601 (2001) by Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission ("ANC") 1C, and Denis James, President, on behalf of the Kalorama Citizens Association ("KCA").

At the June 15, 2005 roll call hearing, the KCA also raised the issue of whether the Applicant's existing voluntary agreement, dated November 12, 2004, between the Applicant, the KCA and the Reed Cooke Neighborhood Association ("RCNA"), prohibited a disc jockey at the establishment. On June 15, 2005, the Board continued the hearing until June 22, 2005 to: (1) provide the Board with an opportunity to hear from the parties with regard to whether the Applicant's November 12, 2004 voluntary agreement prohibits it from applying for a disc jockey

at the establishment, and (2) to provide the parties with an opportunity to submit written comments to the Board on this issue. Prior to the June 22, 2005 hearing, the Board received written comments from both the Applicant and Denis James, on behalf of the KCA. At the conclusion of the June 22, 2005 hearing, the Board took its decision in the matter under advisement. The Board having considered the evidence, the arguments of the parties, and the documents comprising the official file, makes the following:

### FINDINGS OF FACT

1. The Applicant's establishment holds a Class "CR" retailer's license and is located at 2309 18<sup>th</sup> Street, N.W. (Alcoholic Beverage Regulation Administration ("ABRA") Application File No. 60833.) By letter, dated March 15, 2005, the Applicant filed a substantial change request with the Board to add recorded music by an individual, such as an employee or deejay. (ABRA Application File No. 60833.) Timely protests were filed in opposition to the substantial change request, pursuant to D.C. Official Code § 25-601 (2001), by Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission ("ANC") 1C, and Denis James, President, on behalf of the Kalorama Citizens Association ("KCA"). (Tr. 6/15/05 at 5-6; ABRA Protest File No. 60833-05/039P.)

2. At the June 15, 2005 roll call hearing, the KCA raised the issue of whether the Applicant's existing voluntary agreement, dated November 12, 2004, between the Applicant, the KCA and the Reed Cooke Neighborhood Association ("RCNA"), prohibited a disc jockey at the establishment. (Tr. 6/15/05 at 6-7, 9.) On June 15, 2005, the Board continued the roll call hearing until June 22, 2005 to: (1) provide the Board with an opportunity to hear from the parties with regard to whether the Applicant's November 12, 2004 voluntary agreement prohibits it from applying for a disc jockey at the establishment, and (2) to provide the parties with an opportunity to submit written comments to the Board on this issue. (Tr. 6/15/05 at 11-13.) Prior to the June 22, 2005 hearing, the Board received written comments from both the Applicant and Denis James, on behalf of the KCA. (ABRA Protest File No. 60833-05/039P.)

3. Provision 5(g) of the Applicant's November 12, 2004 voluntary agreement prohibits the Applicant from having "live entertainment of any type", except on New Year's Eve into January 1<sup>st</sup> until 4:00 a.m. and up to six (6) times per year, including New Year's Eve, under a one-day substantial change as set forth in Title 23 of the District of Columbia Municipal Regulations ("DCMR") § 716 (2004)<sup>1</sup>. Additionally, under provision 5(g) of the voluntary agreement, the term "live entertainment" is defined to not include the playing of recorded music, which is permitted at the establishment. (ABRA Application File No. 60833.)

4. The Board heard arguments from the parties on June 22, 2005 with regard to whether provision 5(g) of the establishment's voluntary agreement prohibits it from having a disc jockey. (Tr. 6/22/05 at 1-34.) Mr. Shrinath Malur, President, The Journey Group, Inc., argued that when

<sup>1</sup> The Board notes that provision 5(g) of the November 12, 2004 agreement incorrectly references "23DCMR 1003.1 and 23DCMR 1003.2" as the regulatory authority for one-day substantial changes by the holder of an on-premises retailer's license. The Alcoholic Beverage Control Board adopted a new version of Title 23 of the District of Columbia Municipal Regulations as published in the D.C. Register at 51 DCR 4309 (April 30, 2004). The Board's one-day substantial change authority can now be found at 23 DCMR § 716 (2004).

he entered into the voluntary agreement he thought it just prohibited bands and did not know that the District of Columbia defined "entertainment" to include a disc jockey and that he did not think that "live entertainment" meant a disc jockey. (Tr. 6/22/05 at 4-5, 8.) Mr. Malur argued that he would not have agreed to sign away a right to have a disc jockey play music in the restaurant. (Tr. 6/22/05 at 4.) The KCA argued that provision 5(g) prohibits the Applicant from having a disc jockey. (Tr. 6/22/05 at 11, 14.) Specifically, the KCA argued that the parties were very specific in their discussions with regard to the differences between live entertainment and recorded music and what would be permitted at the establishment in crafting provision 5(g) of the voluntary agreement. (Tr. 6/22/05 at 11-16.) The KCA's position was supported by then Reed Cooke Neighborhood Association President Peter Lyden who indicated that discussions regarding the types of music at the establishment focused on background music with tapes and compact discs rather than disc jockeys, which he considered to be entertainment. (Tr. 6/22/05 at 16-17.) At the conclusion of the June 22, 2005 hearing, the Board took its decision in the matter under advisement. (Tr. 6/22/05 at 34.)

### CONCLUSIONS OF LAW

5. The Applicant has filed a substantial change request with the Board which includes seeking permission to have a disc jockey. In this case, the Board must determine whether provision 5(g) of the establishment's November 12, 2004 agreement prohibits the establishment from having a disc jockey on a permanent basis. Specifically, with some limited exceptions, provision 5(g) of the Applicant's voluntary agreement indicates in relevant part that "[t]here will be no live entertainment of any type" at the establishment.

6. Determining what the phrase "no live entertainment" in provision 5(g) of the agreement is intended to prohibit at the Applicant's establishment requires the Board to examine the statutory definition of the term "entertainment." Under D.C. Official Code § 25-101 (21)(A), the term "entertainment" is defined as "live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term 'entertainment' shall not include the operation of a jukebox, a television, a radio, or other prerecorded music." The definition of "entertainment" found in D.C. Official Code § 25-101 (21) (A) is virtually identical to the definition of the term "entertainment" as set forth in 23 DCMR § 199 (2004) which defines "entertainment" in relevant part as "live music or any other live performance conducted by an actual person or persons, including but not limited to: live bands, karaoke, comedy shows, poetry readings, and disc jockeys."

7. Having considered the terms of provision 5(g) of the November 12, 2004 voluntary agreement, the written arguments articulated by the parties, and the definition of "entertainment" as set forth in D.C. Official Code § 25-101(21)(A) and 23 DCMR § 199 (2004), the Board finds that the intent of the existing voluntary agreement, dated November 12, 2004, between the Applicant, the KCA and the RCNA, is to prohibit a disc jockey from performing at the establishment on a permanent basis. Specifically, while recorded music is permitted at the establishment, provision 5(g) of the November 12, 2004 agreement explicitly prohibits "live entertainment" at the establishment, with limited exceptions. Contrary to the Applicant's argument that a disc jockey is not live entertainment, the definition of "entertainment", as set forth in D.C. Official Code § 25-101 (21)(A) and 23 DCMR § 199 (2004), includes the live

performance of a disc jockey and is therefore synonymous with the term "live entertainment" used in provision 5(g). The Board also finds compelling the argument made by Mr. James that the parties' intent in negotiating provision 5(g) to prohibit "live entertainment" is clarified by the parties' decision to create a specific exception in the voluntary agreement to allow for the playing of recorded music, i.e., background music, which, unlike the spinning of records or compact discs, does not entail a live performance by an actual entertainer.

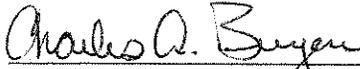
8. Consequently, the Board is denying the substantial change application as it pertains to the establishment's request to have a disc jockey, which the Board finds to be prohibited by the Applicant's November 12, 2004 voluntary agreement. The Board notes that pursuant to D.C. Official Code § 25-446(d)(2), an amendment to a voluntary agreement by fewer than all of the parties to the agreement can only be accepted by the Board during the renewal period and after four (4) years from the date of approval of the agreement. In this instance, the Applicant could seek to unilaterally amend its November 12, 2004 agreement during the 2010 renewal period for class CR licenses.

9. Finally, there is no dispute that the Applicant is permitted to have recorded music, which is permitted by provision 5(g) of the Board-approved voluntary agreement so long as this does not involve a live performance by a disc jockey. This is not considered "entertainment" under the definitions set forth above.

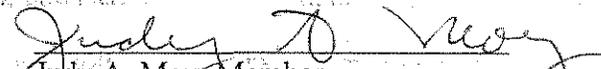
Accordingly, it is this 27th day of September 2006, **ORDERED** that:

1. The substantial change application request of The Journey Group, Inc., t/a Blue Fin Sushi, to have a disc jockey, at 2309 18<sup>th</sup> Street, N.W., Washington, D.C., is **DENIED**;
2. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

  
Charles A. Burger, Chairperson

  
Vera M. Abbott, Member

  
Judy A. Moy, Member

  
Audrey E. Thompson, Member

  
Peter B. Feather, Member

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Albert G. Lauber, Member

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Eartha Isaac, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002. 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 23 DCMR § 1719.1 (April 2004) 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).