

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

In the Matter of:

Arias, Inc.

t/a My Brother's Place

Holder of a Retailer's Class CR

License at premises

237 2nd Street, N.W.

Washington, D.C.

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License no.: 71593

Application no.: 60870

Order no.: 2007-003

Susan D. Pervi, Vice President for Student Life, on behalf of the Catholic University of America, and Nelson Arias, on behalf of Arias, Inc., Signatories

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

ORDER ON VOLUNTARY AGREEMENT

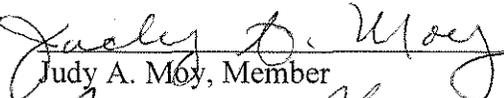
The official records of the Board reflect that Susan D. Pervi, Vice President for Student Life, on behalf of the Catholic University of America, and Nelson Arias, on behalf of Arias, Inc., have reached an agreement, dated November 28, 2006, which has been reduced to writing and has been properly executed and filed with the Board. Having determined that the November 28, 2006 agreement complies with all applicable laws and regulations, the Board does hereby, this 10th day of January 2007, **APPROVE** the agreement and **INCORPORATE** the text of the same into this Order. Copies of this Order shall be sent to the Signatories to the November 28, 2006 agreement.

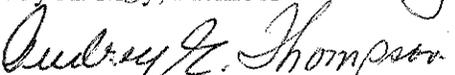
Arias, Inc.
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Page two

District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson

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Peter B. Feather, Member


Albert G. Lauber, 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.

**Voluntary Cooperative Agreement between
The Catholic University of America and My Brother's Place, Inc.**

Made this 28th day of November, 2006, by and between My Brother's Place ("Establishment") and the Catholic University of America ("CUA"):

WHEREAS, Establishment operates a bar/restaurant at 237 2nd Street, N.W., Washington, D.C. which is frequented by CUA students ranging in age from 17 to over-21; and

WHEREAS, CUA has concerns regarding the Establishment's operation of the premises at ("the establishment") with regard to its students; and

WHEREAS, Establishment wants to comply with the D.C. alcohol laws and be able to legally serve college/university students;

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the parties agree as follows:

Between Thursday and Saturday and during any CUA graduate student/seniors event, Establishment will utilize doormen who are 21 years of age or older. The doormen will check identification/age ("card") of every patron entering the establishment between 8:00 p.m. and closing. No person under the age of 21 will be permitted to enter the establishment or be served without valid identification as required by the ABC laws and regulations. Establishment may employ an independent method of verifying that a student's ID is valid. For Monday through Wednesday, Establishment's bartenders will check identification/age ("card") of patrons. No person who appears to be intoxicated will be permitted to enter the establishment nor will intoxicated persons be served.

Establishment will require its doormen and bartenders to successfully complete a certified alcohol server awareness program (provided by an organization approved by the ABC Board) including training in ID verification, within thirty (30) days of the execution of this Agreement. All new employees of the Establishment will complete said program within thirty (30) days of the commencement date of their employment.

Establishment will not sponsor any promotional events, e.g., a "back to school" event, in conjunction with any activities of CUA. Establishment will not promote "ladies' night" or after hours special events, or any type of "beat the clock drink specials" nights or events targeted to CUA students. Except for seniors and graduate students, establishment will not directly advertise to CUA students or on CUA's campus. Establishment will not directly or indirectly distribute flyers or handbills on CUA campus.

Establishment will be responsive to CUA's concerns with its operations, and will endeavor to maintain regular communications, including arranging to meet formally with CUA at least twice yearly to discuss issues of concern.

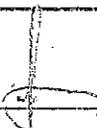
In consideration of and in reliance upon the commitments reflected in this Agreement, CUA will not oppose Establishment's next license renewal application or protest hearing, conditioned upon the incorporation of the terms of this Agreement in the Board's order approving said applications. If Establishment does not meet the terms of this agreement, CUA will be free to oppose any renewal and it will reserve its rights to bring a complaint for cause.

CUA shall advise Establishment in writing of any alleged violations of this Agreement, and allow Establishment fifteen (15) calendar days from receipt of such writing by CUA to investigate the allegations and abate any violations determined. Establishment shall respond in writing to CUA within twenty (20) calendar days from receipt of such writing by CUA and describe the results of its investigation into violations alleged by CUA and any abatement steps taken by the Establishment. At that point, if the alleged violation is not remedied to the satisfaction of CUA or if it is repeated, notification shall then be made to Establishment with a copy to the ABC Control Board.

The parties further agree that repeated failure by the Establishment to adhere to the foregoing commitments would constitute grounds for CUA to petition the ABC Board for issuance of a show of cause order. Notwithstanding anything else in this Paragraph 10, CUA reserves all its rights (other than petitioning the ABC Board for issuance of a show cause order as prescribed herein) to take any and all legal action regarding the Establishment, including the right to file a complaint directly to the ABC Board and its investigators or to the Metropolitan Police Department or others regarding possible violations of law by the Establishment.

This Agreement will run with the license and be listed on the ABRA Website and CUA may present it to the ABC Board for any infraction, including in protest of any renewals of Establishment's license.

IN WITNESS WHEREOF, the parties with signatory authority have affixed hereunto their hands and seals on the year and date first written above.

BY:  NELSON ARCUS

My Brother's Place

THE CATHOLIC UNIVERSITY OF AMERICA

BY: 

Susan D. Pervi
Vice President for Student Life

THE CATHOLIC UNIVERSITY OF AMERICA

Office of the Dean of Students

Washington, D.C. 20064

202-319-5619

Fax 202-238-2043

Mr. Fred Moosally
Attorney for Alcoholic Beverage Regulation Administration
941 North Capitol Street, N.E.
Suite 7200
Washington, D.C. 20002

RECORD

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2006 DEC -6 P 12:06

GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE ADMINISTRATION
REGISTRATION SECTION

Dear Mr. Moosally,

The Catholic University of America has entered into a voluntary agreement with My Brother's Place at 237 2nd St., N.W. Washington, D.C. I was advised by Maria Delaney, Director of ABRA, to send a copy of the VCA to your attention. We would like it to be noted on the ABRA website that we have this voluntary agreement with My Brother's Place and for it to be placed on file in order for it to be part of the license for My Brother's Place.

Please let me know if there is a different procedure I must go through in order for the above request to happen. Please let me know if you need any other information from me regarding this agreement.

Sincerely,



Kathryn Jennings
Assistant Dean of Students