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

| | | |
|---|---|---|
| **In the Matter of:** | ) | |
| | ) | |
| Nooshi Capitol Hill, Inc. | ) | |
| t/a Nooshi Capitol Hill | ) | |
| | ) | |
| Holder of a | ) | |
| Retailer's Class CR License | ) | License No. ABRA-085618 |
| | ) | Order No. 2013-570 |
| at premises | ) | |
| 524 8th Street, S.E. | ) | |
| Washington, D.C. 20003 | ) | |
| | ) | |

Nooshi Capitol Hill, Inc., t/a Nooshi Capitol Hill (Licensee)

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**BEFORE:** Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

## ORDER ON SETTLEMENT AGREEMENT AND AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Nooshi Capitol Hill, Inc., t/a Nooshi Capitol Hill (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 9, 2013, that governs the operation of the Licensee's establishment. The Agreement was approved by the Board with modifications. The Parties then submitted an Amendment to Settlement Agreement (Amendment), dated July 9, 2013, approving and incorporating the Board's requested modifications.

The Agreement and the Amendment have been reduced to writing and have been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement and the Amendment.

Accordingly, it is this 20th day of November, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement and Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order;

2. These Settlement Agreement and Amendment to Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and

3. Copies of this Order shall be sent to the Licensee and ANC 6B.



2

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Agreement") is made this 9th day of July 2013 by and between Nooshi Capitol Hill Inc. ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at 524 8th Street SE, Washington, DC 20003, and

WHEREAS, ANC 6B and the Applicant entered into an Agreement dated April 9, 2013, and

WHEREAS, It has come to the attention of ANC 6B that the ABC Board has approved the aforementioned Settlement Agreement with modification, and

WHEREAS, to bring the Settlement Agreement in line with the Board's modifications, the parties must agree to an Amendment to the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The first sentence of Paragraph 2, **Nature of the Business**, is amended to read: "The Applicant shall manage and operate on the second floor and mezzanine of the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. "
3. ***Hours of Operation and Sales.*** The applicant's hours of operation and hours of alcohol beverage sales and consumption shall be as follows and are limited to inside the premises:
   a. Sunday through Thursday 8:00 a.m. – 1:00 a.m.
   b. Friday and Saturday 8:00 a.m. – 2:00 a.m.
   Provided that: (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may operate (including sale and consumption) for one hour later than the hours listed above; (b) in the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for the Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year, Applicant may operate (including sale and consumption) until 3:00 a.m.
4. ***Noise and Privacy.*** The third sentence in the Paragraph, **Noise and Privacy**, is amended by deleting the word "seasonally."
5. ***Rat and Vermin Control.*** Paragraph, **Rats and Vermin Control**, should be deleted and amended by inserting, "The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning and no waste water is left standing in the alley."

6. ***Previous Agreements.*** This Agreement is hereby amended to reflect the fact that it supersedes all previous Voluntary Agreements or Settlement Agreements between the parties.
7. ***Agreement Otherwise in Full Force and Effect***. Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force effect and the Agreement and this Amendment shall constitute the agreement between the parties. The Agreement and Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

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

APPLICANT:

By: VANESSA CRAY

Date: 11/4/13

ANC 6B

By: Brian Flahaven, Chair

Date: 11/12/13

# SETTLEMENT (COOPERATIVE) AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 9 day of April, 2013, by and between Nooshi Capitol Hill, Inc., t/a Nooshi Capitol Hill ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant's application for a license renewal for premises, 524 8th Street SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated***. The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a CR license at the listed address on the second floor and mezzanine. Seating and total capacity is 120 patrons.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and hours of alcohol beverage sales and consumption shall be as follows and are limited to inside the premises:

    1. Sunday through Saturday 8:00 a.m. – 1:00 a.m.
    2. Friday and Saturday 8:00 a.m. – 2:00 a.m.

    There is no sidewalk café or a summer garden.

    Provided that: (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may operate (including sale and consumption) for one hour later than the hours listed above; (b) in the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for the Inauguration), Applicant may avail itself of such

extended hours; and on January 1 of each year, Applicant may operate (including sale and consumption) until 3:00 a.m.

2. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs on the second floor and mezzanine.

3. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels seasonally and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. Applicant will ensure that noise from the mechanicals do not disturb the peace of the surrounding neighborhood. Employees will not loiter in the rear alley.

   Applicant will ensure the privacy of neighbors by frosting (etching) the lower half of the windows on the south side of the mezzanine. There shall be no food or beverage service on the mezzanine level herb garden terrace. Applicant will place signs that no drinks can be taken onto the terrace and will train its employees to monitor compliance.

4. ***Public Space and Trash.***

   a. Applicant shall keep their entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.
   b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained, periodically cleaned and replaced when damaged.
   c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.
   d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

e. Commercial trash pick-up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

5. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning and no waste water is left standing in the alley.

6. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Management will ensure that any individuals who are simply loitering are asked to move along.

7. ***Customer and Employee Parking.*** Applicant understands that parking in the area is problematic and that nearby residents frequently are unable to find parking spaces near their homes because all curbside parking spaces in the immediate area are filled with customers of Barracks Row establishments. Applicant will instruct its employees not to park in the alley and will encourage them to use public transportation or the public lot at 8th & I Streets SE. Applicant will endeavor to inform its customers of the availability of the lot at 8th & I Streets SE through its web site, menus, and/or signage in the Premises.

8. ***Deliveries.*** As there is limited space in the rear alley, which contains several residential garages, and a loading zone directly in front of the premises, Applicant will ask all its suppliers to deliver to the front of the building and to not to use the alley. Applicant will include a phrase such as "Deliver on 8th Street rather than in the rear alley" in its delivery orders. Applicant will place a sign in the rear indicating "no illegal parking" and "vehicles will be towed."

9. ***Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

The Parties agree that this Settlement Agreement expires in three (3) years at the time of the license renewal and will be renegotiated during the license renewal process.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: *Nooshi Capitol Hill, Inc.*
*t/a Nooshi Restaurant*

*ABRA-085618*
*524 8th Street SE*
Washington, DC 20003
*Ms Vanessa Lim, President*
*202-498-0888*

Date: 04/09/13

ANC: Advisory Neighborhood Commission
921 Pennsylvania Ave, SE
Washington, DC 20003
Brian Flahaven, Chairperson
(202) 543-3344
Fax (202) 543-3507

Date: 7/12/13

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

| | | |
|---|---|---|
| In the Matter of: | ) | |
| | ) | |
| Nooshi, Inc. | ) | License No. 085618 |
| t/a Nooshi | ) | Order No. 2011-149 |
| | ) | |
| Application for a New | ) | |
| Retailer's Class CR License | ) | |
| at premises | ) | |
| 524 8th Street, S.E. (Second Floor) | ) | |
| Washington, D.C. 20003 | ) | |
| | ) | |

Nooshi, Inc., t/a Nooshi, Applicant

David F. Garrison, Commissioner, Advisory Neighborhood Commission (ANC) 6B, Protestant

Neil Glick, Chairperson, ANC 6B, Protestant

Helen Quick, on behalf of A Group of Five or More Individuals, Protestant

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 Control Board (Board) reflect that Nooshi, Inc., t/a Nooshi (Applicant), filed an Application for a new Retailer's Class CR License located at 524 8th Street, S.E. (Second Floor), Washington, D.C. The Application was timely protested by ANC 6B, represented by Commissioner David F. Garrison and Chairperson Neil Glick, and A Group of Five or More Individuals, represented by Helen Quick. The Applicant, ANC 6B, and the Group of Five or More Individuals, have entered into a Voluntary Agreement (Agreement) dated February 8, 2011, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest filed by ANC 2B and the Group of Five or More Individuals.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. Vanessa Lim, on behalf of the Applicant, Neil Glick, on behalf of ANC 6B, and Helen Quick, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

Accordingly, it is this 2nd day of March 2011, **ORDERED** that:

1. The Application filed by Nooshi, Inc., t/a Nooshi, for a new Retailer's Class CR License located at 524 8th Street, S.E., Washington, D.C., is **GRANTED**;

2. The above-referenced Voluntary 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 agreed to by the parties:

   (a) The last sentence in Section 7, "Applicant will also provide food delivery service as another means of alleviating parking problems in the neighborhood," shall be struck;

   (b) The last sentence in Section 9 shall be amended as follows:

      i. Upon seven days advance notice, Applicant agrees to appear at any meeting of the ANC at which the Applicant's business is on the agenda.

3. The Protest submitted by ANC 6B and the Group of Five or More Individuals is **WITHDRAWN**;

4. Copies of this Order shall be sent to the Applicant, ANC 6B, and Helen Quick.

District of Columbia
Alcoholic Beverage Control Board

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 (2008), 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., 3rd Floor, Washington, D.C. 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 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).

# VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is made on this 8th day of February, 2011 by and between Nooshi, Inc t/a Nooshi, Applicant, and Advisory Neighborhood Commission 6B.

WITNESSETH

WHEREAS, Applicant's license (ABRA – 085618) for premises, 524 8th Street, SE, 2nd floor, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the ANC and a group of neighborhood residents are protesting this license; and

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CR" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated***. The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a Fusion Asian restaurant, as the term "restaurant" is defined in 11 DCMR 199.1, with a CR license at the listed address. No entertainment will be provided. Seating and total capacity is 120.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and sales of alcohol shall be as follows:

   Sunday through Thursday 9:00 a.m. – 11:00 p.m.
   Friday and Saturday 9:00 a.m. – 12:00 a.m.

   Consistent with ABC Board interpretations, upon cessation of "hours of operation," no patrons will remain on the premises.

   Provided that: (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may operate (including sale and consumption) for one hour later than the hour designated; (b) in the event that 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; and (c) on January 1 of each year Applicant may operate (including sale and consumption) until 2:00a.m.

4. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant will ensure the privacy of neighbors by screening off the view from any windows or employees tending the herb garden on the roof, at the rear of the property. Applicant will also ensure noise from the mechanicals do not disturb the peace of the surrounding neighborhood.

5. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m. Any deviation from said hours shall constitute grounds for the Protestants, or any of them, to seek redress as provided in Section 12, below

6. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for the property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.

7. ***Customer Parking.*** Applicant understands that parking in this area is problematic and that nearby residents frequently are unable to find parking spaces near their homes because all parking spaces in their immediate area filled with customers of the bars and restaurants on Barracks Row. Applicant will respect the residents living nearby and provide Nooshi customers with alternatives to, and incentives to avoid, parking on neighboring streets. To that end, the Applicant will:

(a) participate in the "pool" valet parking arrangement on Barracks Row; and,

(b) encourage its employees to utilize public transportation, or, alternatively, require its employees to park in the nearby public parking lot at 8th and I Street and,

(c) encourage customers to utilize the 8th and I Streets lot by means of advertisement of its availability on: (i) Applicant's website; (ii) its menus; and (iii) by posting of signage on the interior of the restaurant.

In the event that applicant is advised that any of its employees is parking on residential streets, applicant will impose such discipline, up to and including termination, as may be required to deter any such employee from parking on residential streets. Applicant will post signs in the establishment, clearly visible to departing customers encouraging customers to respect nearby residents by returning to their cars quietly.

Applicant will also provide food delivery service as another means of alleviating parking problems in the neighborhood.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

9. ***Communication with Protestants.*** Applicant agrees to meet, as reasonably requested, with the Protestants (or any of them) to address any perceived issues arising from operation of the subject business. Upon reasonable advance notice, Applicant agrees to appear at any meeting of the ANC at which Applicant's business is on the agenda.

10. ***Withdrawal of Protest.*** Protestants agree to withdrawal of their protests of Applicant's license application upon execution of this Agreement and entry of an order by the ABC Board incorporating the terms of this Agreement into the Board's approval of said application. This Agreement shall remain effective through subsequent renewals and transfers of Applicant's ABC license.

12. ***Right to Seek Redress.*** The parties agree that Applicant shall be given notice of any alleged violations of this Agreement and be afforded a reasonable time (not to exceed 10 days) in which to investigate, respond and rectify. In the event that Protestants (or any of them) are not satisfied with the manner in which any such complaint may be resolved, Protestants (or any of them) may petition the ABC Board for issuance of an Order to Show Cause pursuant to DC Official Code 25-446(e).

By signing below, the parties agree to the terms of this agreement and settlement of the Protest.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Nooshi, Inc
Vanessa Lim, President
524 8th Street, SE
Washington, DC 20003
202-498-0888

_____(Signature)

ANC: Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Neil Glick, Chairperson
(202) 543-3344
Fax (202) 543-3507

_____(Signature)

Individual Protestants: _____(Signature)
Helene Quick, designated representative

# ANC 6B

*Capitol Hill / Southeast*

703 D Street, SE
Washington, DC 20003
202.543.3344
FAX 202.543.3507

**OFFICERS**

Chairperson
*Neil Glick*

Vice Chairperson
*Ivan Frishberg*

Secretary
*Jared Critchfield*

Treasurer
*Carol Green*

Parliamentarian
*Brian Flahaven*

**COMMISSIONERS**

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Norman Metzger*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Jared Critchfield*
SMD 7 *Carol Green*
SMD 8 *Neil Glick*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*
SMD 11 *Vacant*

February 9, 2011

Charles Brodsky, Chair
ABC Board
C/o Martha Jenkins
1250 U Street, NW, 3rd Floor
Washington, DC 20009

**RE: Nooshi**
**Application #** ABRA-085618
**524 8th Street, SE**
**Cooperative (Voluntary) Agreement**

Dear Mr. Brodsky:

At its regularly scheduled and properly noticed meeting on February 8, 2011, with a quorum present, ANC 6B voted (9 to 1) to approve the negotiated Cooperative (Voluntary) Agreement between ANC 6B and Nooshi. To this end, enclosed is the Cooperative (Voluntary) Agreement that has been fully executed by Nooshi and ANC 6B for your review and approval. With this executed Agreement ANC 6B withdraws its opposition to the new license application.

Please contact me should you have any questions regarding this matter.

Sincerely,

Neil Glick
Chair, ANC 6B

Enclosure: