

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

In the Matter of:	)	
	)	
Betty's Gojo Restaurant and Lounge, LLC	)	
t/a Betty's Gojo	)	
	)	
Applicant for a New	)	License No.: ABRA-102500
Retailer's Class CR License	)	Order No.: 2016-432
	)	
at premises	)	
7616 Georgia Avenue, N.W.	)	
Washington, D.C. 20012	)	

Betty's Gojo Restaurant and Lounge, LLC, t/a Betty's Gojo (Applicant)

Edmund E. Atkins, Board Member, Shepherd Park Citizens Association, Inc. (SPCA)

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Betty's Gojo Restaurant and Lounge, LLC, t/a Betty's Gojo, Applicant for a new Retailer's Class CR License, located at 7616 Georgia Avenue, N.W., Washington, D.C., and SPCA have entered into a Settlement Agreement (Agreement), dated June 25, 2016, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Edmund E. Atkins, on behalf of SPCA, are signatories to the Agreement.

Accordingly, it is this 1st day of July, 2016, **ORDERED** that:

1. The above-referenced Settlement 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:

Section 4(e) – The following language shall replace the term “SPCA” with “the Board, upon request.”

Section 4(f) – This Subsection shall be modified to read as follows: “shall encourage patrons not to smoke on the sidewalks in the front of the establishment or in violation of applicable District laws and regulations.”

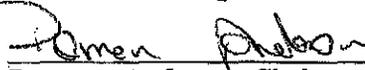
Section 4(h) – This Subsection shall be modified to read as follows: “not use microphones, amplifiers, or any other sound equipment ordinarily used to amplify sound whenever live music is being performed at the establishment.”

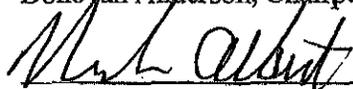
Section 7 – The terms “assigning” and “assignee” shall be removed.

The parties have agreed to these modifications.

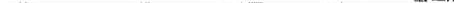
2. Copies of this Order shall be sent to the Applicant and SPCA.

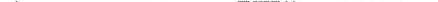
District of Columbia  
Alcoholic Beverage Control Board

  
Donovan Anderson, Chairperson

  
Nick Alberti, Member

  
Mike Silverstein, Member

  
Ruthanne Miller, Member

  
James Short, 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 14<sup>th</sup> 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).

## VOLUNTARY SETTLEMENT AGREEMENT

THIS VOLUNTARY SETTLEMENT AGREEMENT ("Agreement") made this 25th day of June, 2010, by and between Shepherd Park Citizens Association, Inc., a District of Columbia nonprofit corporation ("SPCA"), and Betty's Gojo Restaurant & Lounge LLC ("Betty's Gojo" or "establishment"), SPCA and Betty's Gojo are each sometimes referred to herein as a "party" and collectively, as "parties".

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC) Betty's Gojo application for CR license for premises 7616 Georgia Avenue, N.W., ABC Application ABRA 102500 ("Application").

WHEREAS, it is a material inducement for SPCA to enter into this Agreement and not pursue its protest of the Application that Betty's Gojo agree to the terms of this Agreement; and

WHEREAS, the parties desire to reduce to writing their agreement governing certain operations of Betty's Gojo.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Betty's Gojo and SPCA, both intending to be bound hereby, enter into this Agreement as follows:

1. The hours for the sale of alcohol will be no earlier than 12:00 PM to not later than 1:30 AM on Sundays through Thursdays (with the establishment closing not later than 2:00 AM on such days), and from no earlier than 12:00 PM to not later than 2:30 AM on Fridays and Saturdays (with the establishment closing not later than 3:00AM on such days). Betty's Gojo agrees that the establishment shall not serve liquor outside of the above aforementioned hours, and "last call" shall be announced and adhered to not less than 30 minutes prior to closing.

2. Betty's Gojo shall prohibit alcoholic beverages to be carried out of the establishment.

3. Betty's Gojo shall place "No Loitering" signs in conspicuous areas on the inside and outside of the establishment, which signs will be clearly visible to patrons and pedestrians.

4. In addition, Betty's Gojo will:

(a) keep its doors closed during such times when music is being played in the establishment, provided, at all times, the music shall not audible beyond the street curbside and rear property boundary line of the establishment;

(b) strictly comply with all laws and regulations of the District of Columbia, including, the Alcohol Beverage Regulation Administration, Department of Consumer and Regulatory Affairs, Department of Health, Department of Public Works, and other applicable District of Columbia agency regulations and orders regarding the (i) conduct of its business, (ii) ownership of the license, and (iii) all other provisions applicable to liquor licenses;

(c) limit its seating to the lesser of 40 patrons or the maximum amount allowable by applicable law;

(d) encourage such patrons to arrive and depart the establishment by foot, "vehicles for hire", or public transportation, and will post signage requesting that patrons refrain from (i) double parking, (ii) parking in designated "no parking zones", and (iii) violating "residential parking" restricted laws and regulations;

(e) take steps to minimize security and criminal problems to protect its patrons from criminal activities in the immediate vicinity of the establishment by providing adequate security, including (i) installing, maintaining, and operating (during the times when employees and patrons are inside the establishment) a reliable and high quality video security and surveillance systems in both the front and rear areas of the establishment in order to monitor patron and pedestrian activity and will retain each

day's video footage for not less than seven days to be made available to the Metropolitan Police Department and SPCA for purposes of investigating criminal activity and/or determining and documenting behavior in violation of the spirit and intent of this Agreement; and (ii) causing a security guard to be present at the entrance of the establishment while employees and patrons are inside the establishment;

(f) prohibit smoking on the sidewalks in the front of the establishment or in violation of applicable District laws and regulations;

(g) cause the timely and faithful removal of snow, daily cleaning of the sidewalk and curb in front of the establishment, and the establishment's front sidewalk and curb abutting its property line on Georgia Avenue NW and its rear property line to be free of litter, bottles and other debris, in compliance with applicable laws and regulations; and

(h) restrict playing of live music only without electronic or mechanical amplification.

All of the foregoing intended to cause Betty's Gojo to take all necessary actions to ensure that music, noise and vibration from the establishment do not disturb the neighbors' peace and quality of life.

5. Betty's Gojo agrees to work in good faith with SPCA to resolve any problems arising from the operation of the establishment.

6. If, within 30 days after receiving notice, or promptly having actual notice, of any breach of the terms of this Agreement Betty's Gojo fails to cure such breach (a) within the 30-day period, or (b) with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure, but in all events within 45 days after receiving notice of default or breach, or (c) earlier given the nature of such failure or breach (under the circumstances), such breach or failure shall constitute just cause for SPCA to file a complaint with the ABC pursuant to D.C. Official Code § 25-446(3)), as may be amended from time to time.

7. Betty's Gojo agrees that any document assigning or transferring any liquor license issued to Betty's Gojo shall contain a provision that the assignee or transferee of such license shall agree to be bound by the terms of this Agreement.

8. This Agreement shall expire on the date that is the longer of the maximum period allowable under applicable District of Columbia laws, or four years from the date of its approval by ABC.

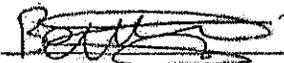
9. This Agreement may be executed in counterparts. If any provision of this Agreement is determined by ABC to be invalid or unenforceable, such provision shall be struck or amended (by mutual agreement of both parties), and its remaining provisions shall remain enforceable.

In consideration of the above, SPCA will advise the ABC that it concurs with the terms of this Voluntary Settlement Agreement.

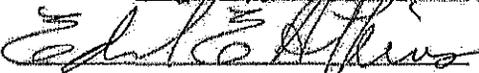
*SIGNATURES FOLLOW*

IN WITNESS WHEREOF, the parties have affixed hereunto their hands on the day and year first above written.

**Betty's Gojo Restaurant & Lounge LLC**

By: Print Name Bekelech Etana  
Sign Name   
Title Managing Member  
Date 6-25-2016

**Shepherd Park Citizens Association, Inc.,**  
a District of Columbia nonprofit corporation

By: Print Name EDMUND B. ATKINS  
Sign Name   
Title BOARD MEMBER, SPCA  
Date June 25, 2016