

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

In the Matter of:)

Black Whiskey, LLC)
t/a Black Whiskey)

Applicant for a New)
Retailer's Class CT License)

at premises)
1410 14th Street, N.W.)
Washington, D.C. 20005)

License No. ABRA-091434
Order No. 2013-103

Black Whiskey, LLC, t/a Black Whiskey (Applicant)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Black Whiskey, LLC, t/a Black Whiskey, Applicant for a new Retailer's Class CT license, located at 1410 14th Street, N.W., Washington, D.C., and ANC 2F have entered into a Settlement Agreement (Agreement), dated April 3, 2013, 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 Chairperson Matt Raymond, on behalf of ANC 2F, are signatories to the Agreement.

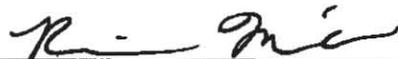
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t/a Black Whiskey
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Accordingly, it is this 24th day of April, 2013, **ORDERED** that:

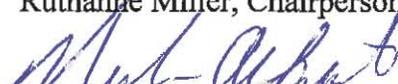
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 2F.

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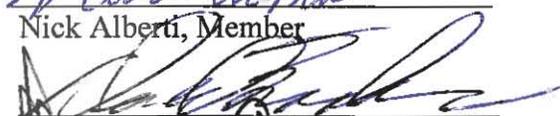
District of Columbia
Alcoholic Beverage Control Board



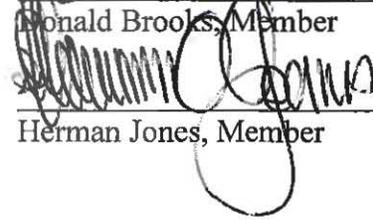
Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, 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.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 3 day of April, 2013, by and among Black Whiskey, LLC ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class CT License (the "License") for a restaurant/bar establishment ("Establishment") located at 1410 14th Street, NW, Washington, D.C. (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of a protest regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours of Operation. Applicant's hours of operation shall not exceed the following:

Interior Hours:

Sunday – Thursday	11 a.m. – 1:45 a.m.
Friday – Saturday	11 a.m. – 2:45 a.m.

Summer Garden:

Sunday-Thursday	11 a.m.-11 p.m.
Friday and Saturday	11 a.m.-12 a.m. (midnight)

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises, or the Summer Garden, as appropriate.

Provided, however, that (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Saving Time Extension of Hours," Applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours. In addition, Applicant may operate and serve until 4:00 a.m. on New Year's Eve.

3. Last Call. Last call shall be announced one-half hour prior to closing, each night of operation.

4. Noise and Privacy. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the Establishment. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any residential premises (whether on property zoned commercial or residential), other than the licensed establishment, by the use of any mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise, bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device. Applicant will also take reasonable steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property.

5. Public Space and Trash. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash, grease and garbage only in proper containers, and shall see that container covers fit properly and remain fully closed and secured, except when trash, grease or garbage is being added or removed. Applicant shall keep the public space and street free of garbage/grease caused

by its operations and make reasonable efforts in the cleaning of the public space in front of the establishment (including when weather permits the use of a watering hose). Applicant shall not empty bottles or cans into any outside container after 12:00 midnight.

6. Rat and Vermin Control. Applicant shall provide monthly rat and vermin control for the Establishment.

7. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

8. Complaint Log. The Establishment's website, if any, will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the ABC Board for inspection and copying upon reasonable advance request.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

11. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Severability. In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

14. Notice and Opportunity to Cure. Protestants agree to provide Applicant with written notice of any perceived violation of this Agreement. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure to cure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this

Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Black Whiskey, LLC
ATTN: Darren Norris
1014 14th Street, NW
Washington, DC 20001
Darren@eatkushi.com

With a Copy To: Andrew J. Kline
Veritas Licensing & Legislative Affairs
1225 19th Street, NW, Suite 320
Washington, DC 20036
akline@veritaslla.com

If to ANC 2F: ANC 2F
5 Thomas Circle, NW
Washington, DC 20005
anc2f@starpower.net

Any party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

ANC 2F

By: 
Matt Raymond, Chairman

Date Signed: April 3, 2013

APPLICANT:

BLACK WHISKEY, LLC

By: 
Darren Norris

Date Signed: April 3, 2013