

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

In the Matter of:	)	
	)	
BRRCO Massachusetts Ave, LLC	)	
t/a Bolt Burger	)	
	)	Case No. 13-PRO-00117
Applicant for a New	)	License No. ABRA-092541
Retailer's Class CR License	)	Order No. 2013-564
	)	
at premises	)	
1010 Massachusetts Avenue, N.W.	)	
Washington, D.C. 20001	)	

BRRCO Massachusetts Ave, LLC, t/a Bolt Burger (Applicant)

Evan Johnson, on behalf of A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTEST  
OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by BRRCO Massachusetts Ave, LLC, t/a Bolt Burger, for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 16, 2013, in accordance with D.C. Official Code § 25-601 (2001).

At the Roll Call Hearing, on September 16, 2013, the Board's agent informed Michael Edwards that his residential property does not share a common wall, and thus he is not an abutting property owner who qualifies for standing under D.C. Official Code § 25-601(1). However, Mr. Edwards qualified to be part of the Group of Five or More Individuals represented by Evan Johnson.

**BRRCO Massachusetts Ave, LLC**  
**t/a Bolt Burger**  
**Case No. 13-PRO-00117**  
**License No. ABRA-092541**  
**Page 2**

The official records of the Board reflect that the Applicant and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated October 22, 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 Evan Johnson, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 20<sup>th</sup> day of November, 2013, **ORDERED** that:

1. The Application filed by BRRCO Massachusetts Ave, LLC, t/a Bolt Burger, for a new Retailer's Class CR License located at 1010 Massachusetts Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. 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 modification:

Section 6 (Conditions of Liquor License) – The second sentence shall be modified to read as follows: “If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursue such cure), such failure shall constitute a cause for the protestants to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e).”

The parties have agreed to this modification.

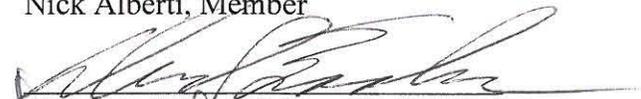
4. Copies of this Order shall be sent to the Applicant and Evan Johnson, on behalf of the Group of Five or More Individuals.

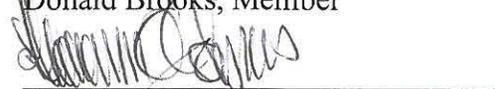
**BRRCO Massachusetts Ave, LLC**  
**t/a Bolt Burger**  
**Case No. 13-PRO-00117**  
**License No. ABRA-092541**  
**Page 3**

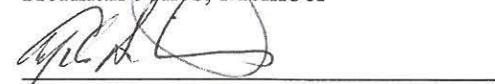
District of Columbia  
Alcoholic Beverage Control Board

  
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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_ October, 2013 by and between BRRCO, LLC t/a Bolt Burgers ("Applicant") and Evan Johnson, as representative of a protest group of 5 or more ("Protestant")

### RECITALS

WHEREAS, the Applicant has filed an application for a new Retailer's License Class CR (ABRA 92541) (the "License") and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board (the "Board"); and

WHEREAS, Protestant has protested the license application; and

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Applicant's operation so as to address the concerns raised by Protestant;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Operation and Closing of Sidewalk Café Area. Applicant shall post "No Smoking" signs in the sidewalk café area. Upon closing of the sidewalk café area each night, Applicant shall stack and secure the outdoor seating furniture so as to inhibit anyone from occupying the furniture. Applicant shall work with Protestants to develop café closing procedures which shall minimize the impact upon residents of the building, balancing the needs of the business, potential noise disturbances to residents and aesthetic considerations.
3. Management of Patrons Exiting Premises. Applicant shall post notices near each exit door reminding patrons to be considerate of residents in the vicinity of the establishment.
4. Sound Management. Applicant shall equip its interior and exterior sound systems with volume limiters so as to prevent unauthorized employees from raising the volumes to a level that disturbs residents of the area. Protestants shall cooperate with Applicant in determining appropriate volume limits.

5. Notice Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, return receipt requested, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.

If to Protestant:

Evan Johnson  
PH-201  
1010 Massachusetts Avenue, NW  
Washington, DC 20001

If to Applicant:  
At Premises

The parties may change the notice address listed above by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation.

6. Conditions of Liquor License. It is understood that the provisions of this Settlement Agreement shall become a conditions of the License. Failure of the Applicant to correct any violation of the conditions of the License within thirty (30) days of written notice of the violation, shall be grounds to request the Board to bring a Show Cause action against the Applicant.

7. Modification. This Agreement may only be modified by the mutual agreement of the signatories hereto, or as otherwise provided by the Alcoholic Beverage Control statute.

8. No Opposition to License. Protestant hereby withdraws its protest and agrees to the issuance of the License provided that this Settlement Agreement is incorporated into the Board's order approving issuance of the License.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

PROTESTANT:

  
Evan Johnson, on behalf of a protest group  
of 5 or more

Date Signed: 10-22-2013

APPLICANT:

BRRCO, LLC *va* BOLT BURGERS

By: 

Print Name/Title: MICHAEL J. DAVIDSON  
MANAGING PARTNER

Date Signed: 10-22-2013