

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

In the Matter of:

Brightwood, LLC
t/a Brightwood Bar & Restaurant

Holder of a
Retailer's Class CT License

at premises
5501 14th Street, N.W.
Washington, D.C. 20011

License No. ABRA-095920
Order No. 2015-267

Brightwood, LLC, t/a Brightwood Bar & Restaurant (Licensee)

Karrye Braxton, Chairperson, Advisory Neighborhood Commission (ANC) 4A

Vann-Di Galloway, Chairperson, Advisory Neighborhood Commission (ANC) 4C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Brightwood, LLC, t/a Brightwood Bar & Restaurant (Licensee), ANC 4A, and ANC 4C have entered into a Settlement Agreement (Agreement), dated September 2, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Karrye Braxton, on behalf of ANC 4A; and former Commissioner Shanel Anthony, on behalf of ANC 4C; are signatories to the Agreement.

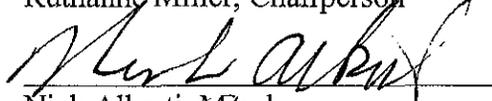
Accordingly, it is this 13th day of May, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee, ANC 4A, and ANC 4C.

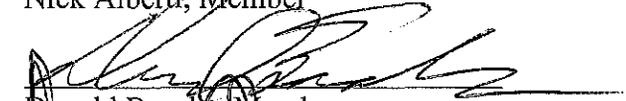
District of Columbia
Alcoholic Beverage Control Board



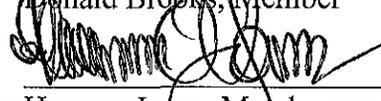
Ruthanne Miller, Chairperson



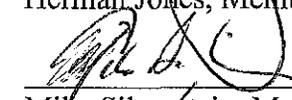
Nick Alberti, Member



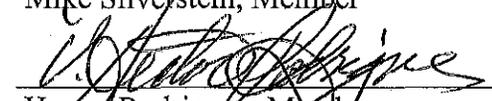
Donald Brooks, Member



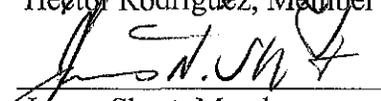
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14th 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") made this ~~2nd~~^{September} day of ~~August~~^{September}, 2014, by and between Brightwood, L.L.C., T/A Brightwood Bar & Restaurant, ABRA-0959005501 14th St., N.W., Washington, DC 20012 (the "Brightwood" or the "Premises") and/or Michael H. Stone (the "Applicants") and ADVISORY NEIGHBORHOOD COMMISSION 4A ("ANC 4A") and ADVISORY NEIGHBORHOOD COMMISSION 4C ("Protestant"). The Applicants and ANC 4A are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverages Control Board ("ABC Board") are Applicants' request for a new ABC License, identified as License No. ABRA-095920 (the "Application"), for the sale and consumption of alcoholic beverages at the Premises;

WHEREAS, the Brightwood Bar & Restaurant is located in close proximity to certain single family residences and apartments, including condominiums and cooperatives, on 14th Street, N.W., Colorado Avenue, N.W. and Kennedy St., N.W.;

WHEREAS, the Parties intend to enter into a Settlement Agreement, to be enforceable by the ABRA, regarding how Applicants shall operate the business at the Premises and its sidewalk cafe, or any other similar business at that address, by any name, owned or operated by Applicants, or by any company established by Applicant; and

WHEREAS, the Premises are located entirely within the boundaries of ANC 4A; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

1. The hours of operation and sale of alcohol for the Premises

Place to Serve Alcohol	Sunday Through Thursday	Friday through Saturday
Inside Restaurant	8 AM -12:00 PM	8 AM - 2:00 AM
At Sidewalk Cafe	8 AM 11:00 PM	8 AM - 11:00 PM

Notwithstanding the foregoing, Applicants shall be allowed to keep the Brightwood open for the maximum allowable hours on those Exception Days when the laws governing Alcohol Beverage Regulation Administration ("ABRA")-licensed establishments allow for such (e.g. New Year's Eve and Inauguration Day); provided, however, in no event, shall Applicants serve or permit consumption of food or beverages served at the sidewalk café after 11:00 PM on any day Applicants are open for business on the Exception Days, or on other days throughout the year;

2. Applicants shall not permit any alcoholic beverages to be carried beyond the Premises. Food and beverage service shall be available until at least one (1) hour before closing and alcohol service shall be available a half-hour before closing;
3. The occupancy of the restaurant and bar shall be limited to no more occupants than 160. The occupancy of the sidewalk café shall be limited to no more occupants than 100. However, Applicants may seek to increase the number of occupants in the outside café equal to the number of occupants that are housed in the construction of permanent structures that enclose all or part of the sidewalk café;
4. The Applicants will operate its establishment on the first and second floors of the building, its basement and its sidewalk cafe;
5. The Applicants agree to inform patrons that parking is limited and encourage such patrons to walk or use public transportation. The Applicants will also post signage requesting that patrons refrain from double parking, parking in no parking zones and parking in restricted areas;
6. No form of dancing will be permitted;
7. No form of entertainment will be permitted, with entertainment defined as in 25-101(21A), i.e., as "live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term 'entertainment' shall not include the operation of a jukebox, a television, a radio, or other prerecorded music."
8. Owner shall be responsible for making a "buffer zone" created by outdoor plant boxes and steel fences, not just high tables, and take other actions to implement sound suppression measures to in an effort to mitigate noise, in and around the Brightwood;
9. The Applicants shall take steps to minimize security and criminal problems protect its patrons from criminal activities in the immediate vicinity of the Premises and its sidewalk café by providing adequate security and deterring loitering;
10. Applicants shall be responsible for snow removal, cleaning the sidewalk and curb, and keeping the sidewalk and curb free of litter, bottles and other debris in compliance with DC Code and Municipal Regulations. Applicants shall deposit trash and garbage only in rodent-proof dumpsters. Applicants shall provide rat and vermin control for its Premises;

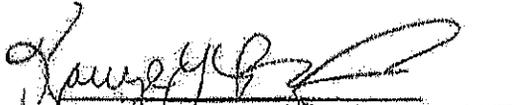
11. The Parties agree to work in good faith with the community to resolve any problems arising from the operation of the Brightwood and its sidewalk cafe;
12. If Applicants or licensee fails to cure within the 30-day period (or with respect to a breach which requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure to completion) such failure shall constitute a cause for filing a complaint with the Alcohol Beverage Control Administration ("ABRA"), and seeking redress of such breach pursuant to applicable laws and regulations;
13. This Agreement may be executed in counterparts;
14. In the event that ABRA approves the Application and issues the License to Applicant this Agreement shall be made a part of the License; and
15. Applicant agrees that any document assigning or transferring the License shall contain a provision that the assignee or transferee of the License shall agree to be bound by the terms of this Agreement.
16. This Settlement Agreement shall expire three years from its approval by the ABC Board.

IN CONSIDERATION OF THE ABOVE, ANC 4A and ANC 4C will send written notice to ABRA that it will not object to the approval and issuance of the Application.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as first above written.

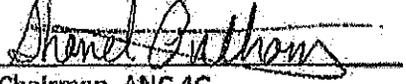
ADVISORY NEIGHBORHOOD COMMISSION

APPLICANTS



Chairman, ANC 4A

Karye Braxton



Chairman, ANC 4C

Shanel

Anthony

Brightwood, L.L.C.



Michael H. Stone, Owner