

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

_____)	
In the Matter of:)	
)	
A & A Restaurant Group, Inc.)	
t/a Russia House)	
)	
Applicant for Renewal of a)	
Retailer's Class CR License)	License No. 80952
)	Order No. 2010-431
at premises)	Case No. 10-PRO-00071
1800 Connecticut Avenue, N.W.)	
Washington, D.C. 20009)	
_____)	

A & A Restaurant Group, Inc., t/a Russia House, Applicant

Ruth Horn, on behalf of a Group of Five or More Individuals

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 A & A Restaurant Group, Inc., t/a Russia House (Applicant), filed an Application for Renewal of its Retailer's Class CR License located at 1800 Connecticut Avenue, N.W., Washington, D.C. The Applicant and a Group of Five or More Individuals, represented by Ruth Horn, have entered into a Voluntary Agreement (Agreement) dated July 20, 2010, 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 the Group of Five or More Individuals.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Ruth Horn, on behalf of the Group of Five, are signatories to the Agreement.

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Accordingly, it is this 18th day of August 2010, **ORDERED** that:

1. The Application filed by A & A Restaurant Group, Inc., t/a Russia House, for Renewal of its Retailer's Class CR License located at 1800 Connecticut Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;
3. 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 that Section 4 shall read as follows:

“Licensee agrees to meet with the parties to discuss any concerns due to patrons loitering or ambient noise in violation of DC Code. Parties shall contact the owner of the Russia House to request such a meeting. Any such meeting shall be held within a reasonable period of time upon receipt of request.”

The Parties have agreed to this modification.

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

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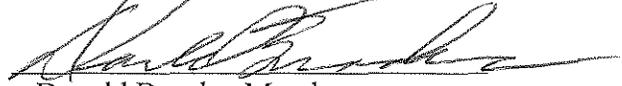
District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson

Mital M. Gandhi, Member

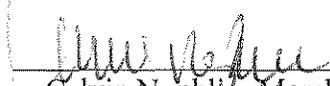


Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member

Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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., Third Floor, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made this ____ day of July, 2010, by and between A & A Restaurant Group, Inc., t/a Russia House ("licensee") and Ruth Horn, Brigitte Pichot, David Hattis, Rita Hattis, Lawrence Jordan, and Carolyne Lamar Jordan, collectively, "the Parties".

WITNESSETH

WHEREAS, LICENSEE timely filed its renewal license application which was protested by the above PARTIES, and

WHEREAS, LICENSEE AND PARTIES have met to discuss the concerns set forth in said protest letter, and

WHEREAS, LICENSEE AND PARTIES mutually desire to resolve the issues set forth in said protest letter, and

WHEREAS, LICENSEE AND PARTIES are desirous of entering into a Voluntary Agreement pursuant to D.C. Code section 25-446 (2001 Edition, as amended) for the operation of the establishment in such a manner as to promote the peace, order and quiet of the neighborhood. LICENSEE AND PARTIES recognize the importance of safe and pedestrian friendly business neighborhoods.

NOW THEREFORE, LICENSEE AND PARTIES agree to the following:

- 1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
- 2. (A) Noise. The LICENSEE agrees to the fullest extent possibly allowed by DC Code and regulation to discourage loitering in the front of its establishment. This will include providing an appropriate number of door men, at times when the establishment is open to the public, properly trained who shall be responsible for ensuring that ambient noise is kept to a minimum. Those loitering will include patron smokers, other patrons and individuals standing in front of the establishment including the entrance stairs. LICENSEE will implement legal procedures that will discourage patrons and others who loiter.
- 3. (A) Signage. LICENSEE will enhance signage in the lobby visible to patrons reminding them they are exiting into a quiet neighborhood abutting residents. LICENSEE will add a similar statement to patron's receipts. LICENSEE will add a similar statement about the neighborhood in its menus. LICENSEE will place a sign in the lobby explaining that due to the fire code patrons must comply with restrictions on standing on the stairway in front of the premises.

** Licensee agrees to maintain a 24" wide path on the stairs for patrons to come/go into/out of the building.*

[Handwritten signature]
Alicia McConer

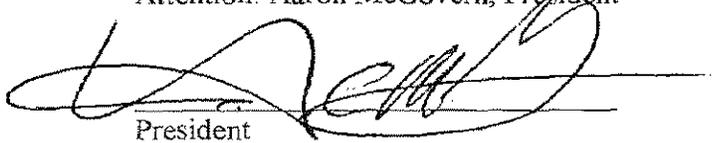
- 4. Meetings: LICENSEE agrees to meet with the PARTIES to discuss any concerns due to patrons loitering or ambient noise in violation of DC Code. PARTIES shall contact the Russia House to request such a meeting. Any such meeting shall be held within 72 hours upon receipt of request (excepting weekends and legal holidays).

Enforcement of this Voluntary Agreement shall be consistent with the criteria set forth in DC Code section 25-446 (2001 Edition, as amended). If one or more of the PARTIES move away or are no longer domiciled in Washington, DC this agreement shall only be enforceable by the remaining signatories.

IN WITNESS THEREOF, the LICENSEE AND PARTIES have agreed to abide by the terms set forth above and have affixed hereunto their signatures.

LICENSEE:

A & A Restaurant Group, Inc.
 ABRA License
 1800 Connecticut Avenue, NW
 Washington, DC 20009
 Attention: Aaron McGovern, President



 President

7/20/10

 Date

PARTIES:

Ruth Horn



7/20/10

~~Amendment (2B)~~



Staff (doorman) training to include a three strike policy
 1st Polite warning addressing our noise concern.

2nd A stern warning with the implication of being asked
 to leave the premise

3rd NO Adm. fence back into the restaurant
 except to close out an existing checks. We will train
 the door-staff to tell patrons to keep noise down
 as the hours get later.