

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

In the Matter of:

WW 1875 Connecticut Ave, LLC
t/a We Work

Applicant for a New
Retailer's Class CT License

at premises
1875 Connecticut Avenue, N.W.
Washington, D.C. 20009

License No. ABRA-097647
Order No. 2015-426

WW 1875 Connecticut Ave, LLC, t/a We Work (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

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 WW 1875 Connecticut Ave, LLC, t/a We Work, Applicant for a new Retailer's Class CT License, located at 1875 Connecticut Avenue, N.W., Washington, D.C., and ANC 1C have entered into a Settlement Agreement (Agreement), dated August 5, 2015, 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 Commissioner Ted Guthrie, on behalf of ANC 1C, are signatories to the Agreement.

Accordingly, it is this 16th day of September, 2015, **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 modification:

Section 8 (Modification) – The first sentence shall be modified to read as follows:
“This Agreement can be modified by mutual agreement of the parties or as otherwise permitted by law, with the approval of the ABC Board.”

The parties have agreed to this modification.

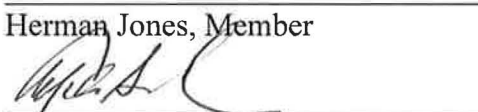
2. Copies of this Order shall be sent to the Applicant and ANC 1C.

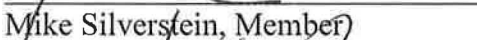
District of Columbia
Alcoholic Beverage Control Board

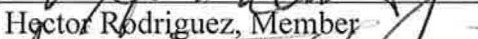

Ruthanne Miller, Chairperson

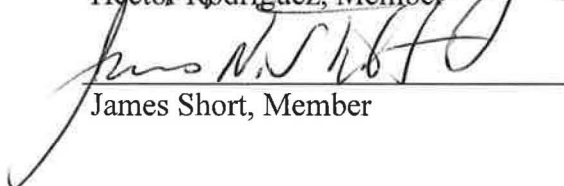

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433(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 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).

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 5th day of August, 2015, by and between WW 1875 Connecticut LLC, t/a WeWork (hereinafter "Applicant") and Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), witnesseth:

Whereas, Applicant has applied for a Class CT License No. ABRA 097647, located at 1875 Connecticut Avenue, NW, Washington DC,

Whereas, ANC 1C has the right to protest the current application,

Whereas, Applicant will agree to adopt certain measures to address the concerns of ANC 1C, to include this Agreement as a formal condition of its prospective application for a license, and ANC 1C agrees to the approval of such license provided that this Agreement is incorporated into the Board's Order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant offers office and business support space and services to its members for a monthly membership fee. Applicant seeks this license in order to provide beer and wine to its members and their guests and, on occasion, to provide other alcoholic beverages at special events on its premises.

Applicant maintains an open common area at which snacks and beverages, including beer and wine, are available to its members and their guests at no charge above the members' monthly rental fees. Said common area is monitored at all times by staff of Applicant. All members are known to WeWork and are issued user-specific access cards to enter the premises. Guests are required to be registered through WeWork's proprietary property management system. All persons are required to be 21 years of age in order to consume alcoholic beverages.

Applicant expressly agrees that it will provide alcohol only to its members and their guests who are 21 years or older and not to provide alcohol to members of the general public who are neither members or guests of members or who are under the age of 21.

2. Hours of Operation

The premises are available to members 24 hours a day, seven days a week, by means of their user-specific access cards. However, alcohol is only available during the hours of 9am – 10pm and only during such times as WeWork personnel are present on the premises. At such time as WeWork personnel are not present, tamper-proof locks preclude member access to alcoholic beverages. At all times alcoholic beverages are available, at least one WeWork staff members

NEW SETTLEMENT AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES

holding a DC ABC Manager's License (which requires responsible server training) will be present on the premises..

3. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c.) Applicant agrees not to place any loudspeaker, tape player, CD player or other similar device in its outdoor space, or to place any inside speaker in such a way that it projects sound into the public space.
- d.) Sound from inside will not be audible in surrounding residential housing areas.

4. Trash/Garbage/Rodents

- a.) Applicant shall maintain regular trash/garbage removal service through the 1875 Connecticut Avenue building trash service. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees not to dispose of bottles and glass in the outside trash dumpsters or recycling containers between 11:00 pm and 8:00 am
- c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

5. Special Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

Applicant is permitted to host special events, provided that such special events are sponsored by We Work or its members and are personally supervised by WeWork staff personnel. Applicant will limit access to such special events to its members and their bona-fide guests.

6. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

7. Consideration of Neighbors

Applicant will encourage members and their guests to be considerate of neighboring residents at all times.

8. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

9. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations.

10. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

Dated: 8/5/2015


ANC 1C



**Ted Guthrie,
Chair ABC/Public Safety Committee**

WW 1875 Connecticut LLC

by: We Work Companies, its Managing Member



Jennifer Berrent, Vice President