

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

In the Matter of:)	
)	
First Brothers LLC, t/a)	Case No.: 19-PRO-00092
Reren II)	License No.: ABRA-114006
)	Order No.: 2019-603
)	
Application for a New)	
Retailer's Class CR License)	
)	
at premises)	
1073 Wisconsin Avenue, N.W.)	
Washington, D.C. 20007)	

First Brothers LLC, t/a Reren II, Applicant

Jeffrey Jackson, Designated Representative, on behalf of the Applicant

Lisa Palmer, Vice-Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E,
Protestant

Cheryl Gray, President, on behalf of the Citizens Association of Georgetown

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 2E's AND
THE CAG'S PROTESTS**

The Application filed by First Brothers LLC, t/a Reren II (Applicant), for a new Retailers CR License, located at 1073 Wisconsin Avenue, N.W., Washington, D.C. 20007, having been protested by Advisory Neighborhood Commission (ANC) 2E and the Citizens Association of Georgetown (CAG), in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and the CAG have entered into a Settlement Agreement (Agreement), dated August 1, 2019, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Commissioner Palmer, on behalf ANC 2E, and Ms. Gray, on behalf the CAG, are signatories to the Agreement.

Accordingly, it is this 14th day of August 2019, **ORDERED** that:

1. ANC 2E's and the CAG's protests are **WITHDRAWN**.
2. The Application filed by First Brothers LLC, t/a Reren II, for a new Retailer's CR License, located at 1073 Wisconsin Avenue, N.W., Washington, D.C. 20007 is **GRANTED**.
3. 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, with the exception of the following:

Section 4(c)(Trash) – Strike DCMR title 21 Chapter 707.11” and insert “21 DCMR § 707.11” in its place.

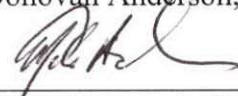
Section 4(f) (Trash) – Strike DCMR title 21 Chapter 707.11” and insert “21 DCMR § 707.11” in its place.

Section 5 (Binding Effect) – Strike “and assigns”.
4. Copies of this Order shall be sent to the Applicant, Jeffrey Jackson, ANC 2E, and the CAG.

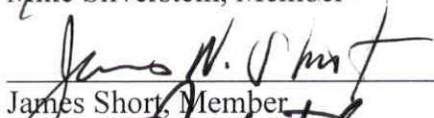
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Mike Silverstein, Member



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, Member



Rafi Crockett, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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 BETWEEN FIRST BROTHERS LLC, ADVISORY
NEIGHBORHOOD COMMISSION 2E AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 1st day of August 2019, by and between First Brothers LLC ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E") and The Citizens Association of Georgetown ("CAG") also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a new Class "C" Restaurant License (the "License") for the Premises located at 1073 Wisconsin Avenue, NW (the "Premises"),

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. Noise.
 - a. Doors and windows shall be closed outside of Applicant's Hours of Operations, except in situations where problems pertaining to the air conditioning or heating system necessitate otherwise. No music played inside the Premises or other noise coming from inside the Premises shall be audible outside of the premises at any time;
3. Deliveries.
 - a. No deliveries to the Establishment will be made from legally parked trucks.
4. Trash. All trash will be stored and disposed of according to regulations set forth in Title 21, Chapter 7 and Title 21, Chapter 8 of the DC Municipal Regulations. As part of maintaining the area around the Premises in a clean and orderly manner:
 - a. Trash pickup will occur a minimum of four days a week except on federal holidays, weather permitting;
 - b. All trash and dirty linens will be stored in closed, rodent-proof containers ("Trash Containers" and "Linen Containers", jointly "Containers");
 - c. Pursuant to DCMR Title 21 Chapter 707.11, trash and linen containers shall be kept closed at all times other than when the container is being filled or emptied. Applicant shall inspect such Containers on a regular basis. Should there be more trash or linens than the Containers can hold with their tops securely closed or should the Containers have holes in them making the trash accessible to rats and/or other vermin, Applicant shall secure additional rat-

- proof containers to ensure that the area where trash and linens are stored ("Designated Trash Area"), remains clean and sanitary. Should there not be ample space for additional rat proof containers to store the excess trash, Applicant will expand trash pickup to six days a week in order to satisfy this provision;
- d. Applicant shall ensure that the alley behind the premises where trash, linens and other refuse is stored, ("The Alley") is at all times clean and reasonably odor free, with no trash, bags of trash or runoff from the trash containers on the ground at any time;
- e. Applicant shall monitor The Alley daily to ensure cleanliness and will clean this area within three (3) hours of noticing that The Alley has trash, grease or rodents on the ground, or is otherwise deemed to be unclean;
- f. Pursuant to DCMR Title 21 Chapter 707.11, the area where the waste containers are stored shall be kept free of spilled waste at all times. In order that the ground in and around the trash enclosures remains clean from both solids and any liquid runoff from the trash, Applicant will hose down The Alley daily with either water or, when needed, a combination of water and bleach as recommended by the District's Department of Health (weather permitting);
- g. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises, up to and including the curb, is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least twice per day;
- h. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. Said contract will provide for prevention, inspection and remediation of rodent and pest infestations of the Establishment weekly, or more often if inspection observations suggest.

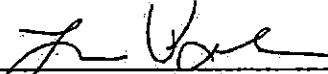
5. **Binding Effect.** This Agreement shall be binding upon and enforceable against the Licensee and successors and assigns of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree not to Protest the application for a new License at the Premises.

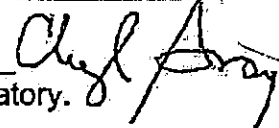
IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

[Signatures continue on following page.]

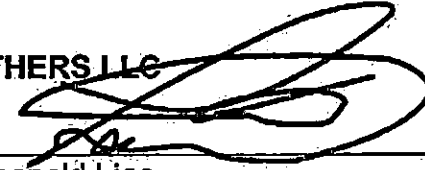
ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Lisa Palmer ANC2E05; Vice Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: 
Signatory: Cheryl Gray; President

FIRST BROTHERS LLC

By: 
Signatory: Leopold Liao