

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

_____)	
In the Matter of:)	
DB Adams Morgan, LLC)	
t/a Doner Bistro)	
Application for Substantial Change)	Case No. 13-PRO-00114
(Entertainment Endorsement))	License No. ABRA-089877
to a Retailer's Class DR License)	Order No. 2013-413
at premises)	
1654 Columbia Road, N.W.)	
Washington, D.C. 20009)	
_____)	

DB Adams Morgan, LLC, t/a Doner Bistro (Applicant)

William Simpson, Chairperson, Advisory Neighborhood Commission (ANC) 1C

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

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST**

The Application filed by DB Adams Morgan, LLC, t/a Doner Bistro, for a Substantial Change to include an Entertainment Endorsement with DJ and occasional music with no more than two musicians at a one time, to its Retailer's Class DR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 3, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that a previous holder of a license for the premises and ANC 1C entered into a Settlement Agreement dated May 5, 2010 (Agreement), and it was approved by the Board on June 9, 2010. See Board Order No. 2010-356. The Applicant, as the current holder of the ABC-license, is required to comply

DB Adams Morgan, LLC
t/a Doner Bistro
Case No. 13-PRO-00114
License No. ABRA-089877
Page 2

with the terms of the Agreement, dated May 5, 2010, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), signed on September 4, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson William Simpson, on behalf of ANC 1C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1C of this Application.

Accordingly, it is this 19th day of September, 2013, **ORDERED** that:

1. The Application filed by DB Adams Morgan, LLC, t/a Doner Bistro, for a Substantial Change to include an Entertainment Endorsement, to its Retailer's Class DR License, located at 1654 Columbia Road, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1C in this matter is hereby **DISMISSED**;
3. The above-referenced Amendment to Settlement Agreement, signed on September 4, 2013, submitted by the Applicant and ANC 1C to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant and ANC 1C.

DB Adams Morgan, LLC
t/a Doner Bistro
Case No. 13-PRO-00114
License No. ABRA-089877
Page 3

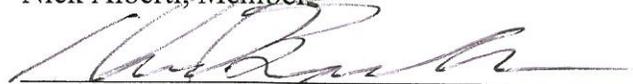
District of Columbia
Alcoholic Beverage Control Board



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 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.

AMENDMENT TO SETTLEMENT AGREEMENT

Whereas, DB Adams Morgan, LLC (the "Applicant"), trading as Doner Bistro at 1654 Columbia Road NW under retailer's class "D" restaurant license ABRA-089877 (the "License") has applied to the DC Alcoholic Beverage Control Board (the "Board") to obtain an entertainment endorsement;

And whereas the License is subject to a settlement agreement with Advisory Neighborhood Commission 1C ("ANC1C") entered into on May 5, 2010 and approved by the Board with Order number 2010-356 (the "Settlement Agreement");

Now therefore, ANC1C and the Applicant agree to amend the Settlement Agreement to add a new Section 7 as follows:

"7. Entertainment. Entertainment will be allowed, but will consist only of either (i) a DJ, or (ii) live music with no more than two musicians playing at the same time. If DJ entertainment is provided, the music will be amplified only on the same speaker system used by the Applicant to provide pre-recorded background music in the establishment. If live music entertainment is provided, the music will not be amplified, and the musicians will be located at the front of the establishment facing toward the back of the establishment.

Except as provided in the next sentence, entertainment will be limited to four times per calendar month. In addition to the entertainment allowed by the previous sentence, the Applicant will be allowed twelve additional nights of entertainment each calendar year to be scheduled in the Applicant's discretion. Applicant will keep a log book of any entertainment that is provided. The log book will include the date of the entertainment and the name and contact information of the performers. The Applicant will make the log book available to the Alcoholic Beverage Regulation Administration and to the Board upon request.

Applicant will not charge a cover charge for entertainment.

Hours for Entertainment:

Sunday – Thursday: Ending by 11:00 pm

Friday – Saturday: Ending by 12:00 midnight

Applicant will ensure that the door of the establishment remains closed while entertainment is being provided, except when patrons are actually entering or exiting the establishment. If opening windows are subsequently installed at the establishment, Applicant will ensure that the windows remain closed while entertainment is being provided. Applicant will ensure that noise from the establishment can not be heard inside nearby residences. Applicant will use reasonable efforts to ensure that patrons who come to the establishment while entertainment is being provided do not loiter in front of the establishment prior to, during, or following the entertainment."

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DB Adams Morgan, LLC

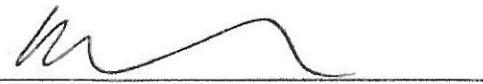


Timo Winkel, President

9/4/13

Date

Advisory Neighborhood Commission 1C



William Simpson, Chair

9/4/13

Date



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

Commissioners:

September 5, 2013

Brian Hart (1C01)

Marty Davis (1C02)

Ted Guthrie (1C03)

Gabriela Mossi (1C04)

Elham Dehbozorgi (1C05)

Billy Simpson (1C06)

Wilson Reynolds (1C07)

Jimmy Rock (1C08)

Ms. Ruthanne Miller
Chairperson, Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

Re: Substantial Change to ABRA-089877

Dear Chairperson Miller,

At a duly noticed public meeting held on September 4, 2013, with a quorum present, ANC1C resolved by a vote of 6-0 to approve the attached amendment to the settlement agreement that applies to ABRA license 089877. This resolves the concerns that led us to protest the substantial change application last month.

Sincerely,

Billy Simpson
Chair, Advisory Neighborhood Commission 1C

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

In the Matter of:)	
)	
AB Qumseya, LLC,)	License Number: 83700
t/a Shawarma King)	ORDER NUMBER: 2010-356
)	
Application for New Retailer's)	
Class DR License)	
at premises)	
1654 Columbia Road, N.W.)	
Washington, D.C. 20009)	

AB Qumseya, LLC, t/a Shawarma King, Applicant

Wilson Reynolds, Chair, Advisory Neighborhood Commission 1C (ANC 1C)

Nancy Shia, Commissioner, Advisory Neighborhood Commission 1C06 (ANC 1C06)

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 DISMISSAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that AB Qumseya, LLC, t/a Shawarma King, Applicant for a new Retailer's Class DR License located at 1654 Columbia Road, N.W., Washington D.C., and Commissioner Nancy Shia, on behalf of ANC 1C06 (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated May 5, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application by ANC 1C.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Shia are signatories to the Agreement.

AB Qumseya, LLC
t/a Shawarma King
License No: 83700
Page 2

Accordingly, it is this 9th day of June 2010, **ORDERED** that:

1. The Application filed by AB Qumseya, LLC, t/a Shawarma King, for a new Retailer's Class DR license located at 1654 Columbia Road, N.W., Washington D.C., is **GRANTED**;

2. The Protest in this matter is hereby **DISMISSED**;

3. This 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 for the following language to removed by this **ORDER**:

Section 4: "Applicant also specifically agrees to be the sole owner of the ABC license."

Section 5: "Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting to confer and deal in good faith with issues raised under this Agreement."

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

AB Qumseya, LLC
t/a Shawarma King
License No: 83700
Page 3

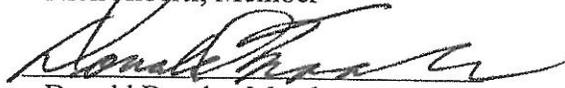
District of Columbia
Alcoholic Beverage Control Board

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, D.C. 20009.

Voluntary Agreement

THIS VOLUNTARY AGREEMENT ("Agreement") is made this 5th day of May, 2010 by and between Butros Qumseya t/a/ Shawarma King, License # 083700 ("Applicant") and Advisory Neighborhood Commission 1C ("protestant"), (collectively, the "Parties").

WITNESSETH

Whereas, Applicant has applied for a License Class D for a business establishment located at 1654 Columbia Road, NW, Washington DC.

Whereas, the Parties have agreed to enter into this agreement and request that the Alcohol Beverage Control Board (ABC Board) approve the Applicant's License application conditioned upon the applicant's compliance with the terms of this written agreement, and

Whereas, the parties are desirous of entering into a voluntary agreement pursuant to DC Official Code 25-446 for the operation and the maintenance of the establishment in such a manner as to minimize the effect on (i), the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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. Hours of Operation and Sales. The Applicant's hours of operation shall be as follows:

Sunday	10:00 am to 11:00 pm
Monday through Thursday	10:00 am to 11:00 pm
Friday and Saturday	10:00 am to 3:00 am

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday	10:00 am to 11:00 pm
Monday through Thursday	10:00 am to 11:00 pm
Friday and Saturday	10:00 am to 3:00 am

2. Sidewalk Café. Applicant plans to provide sidewalk café seating for 12 patrons. Protestant will not object to the 12-seat patron limit. Applicant agrees that it shall not seek to expand the capacity of the sidewalk without amendment of this agreement.

Applicant will direct its employees to inspect the sidewalk café at least once each hour to ensure its cleanliness. As of the date of this agreement, the hours for the sidewalk café are 11 am to 11 pm. The parties agree to amending those hours to 12:00 AM upon approval by the DC Public Space Committee at its May 2010 meeting. The Applicant agrees to provide the Board with a copy of his Public Space Permit reflecting the changed hours, to be attached to this agreement.

3. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

4. License, Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

5. Participation in the Community. Applicant agrees to seek to maintain open communications with the Protestants, and the community for which ANC 1C acts. To this end, Applicant shall from time to time be requested at ANC1C public meetings, which currently occur on the first Wednesday of each month at 7 p.m. at 2355 Ontario Road, NW, Washington DC 20009. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting to confer and deal in good faith with issues raised under this Agreement.

6. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code 25-447. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Shawarma King Restaurant
1654 Columbia Road, NW
Washington, DC 20009
Attn: B. Qumseya
(202) ~~202-8330~~
462 8355

If to Protestants: Advisory Neighborhood Commission 1c
PO Box 21009
Washington, DC 20009
Attention: ANC1C Chairman
(202) 234-0383

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

Withdrawal of Protest. Upon execution of this Agreement by the parties and its acceptance by the ABC Board, Protestants shall withdraw the protest.

PROTESTANT:
ANC or other Protesting Organization

Nancy Shea
By: Printed Name

Nancy Shea IC06
By: Signature

APPLICANT:

Butros Qumseya
Shawarma King

Owner
By: Name/Title