

**ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION
CASE REPORT**

Investigation Number 13-CMP-00342	Date of Occurrence July 25, 2013	License Number ABRA-091434	Application Number
Trade Name Black Whiskey		Owner/Licensee (List Sole Owner or Principal) Black Whiskey, LLC Darren Norris/Owner	
Address 1410 14 th Street N.W. Washington, D.C. 20005		License Description CT	Date of Complaint July 25, 2013
Complainant Name, Phone and Address			<input type="checkbox"/> Anonymous
Investigator Name John A. Suero		Type of Report <input checked="" type="checkbox"/> Investigative <input type="checkbox"/> Supplemental <input type="checkbox"/> Information	
Alleged Violation(s) and Code/Regulation Citation			Substantiated Yes/No
D.C. Official Code §25-113 On-premises retailer's licenses			Yes
D.C. Official Code §25-711 Posting and carrying licenses.			Yes
D.C. Official Code §25-762 Substantial change in operation must be approved.			Yes
DCMR §23-1004 Sidewalk Café or Summer Garden endorsement.			Yes
Manager-in-charge/Owner's name at the time of inspection and identification:			
All Licenses in Compliance: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
List Licenses not in Compliance:			
<p>SUMMARY: Alcoholic Beverage Regulation Administration (ABRA) Investigator John Suero determined that on Thursday, July 25, 2013, at approximately 8:15 p.m., Black Whiskey, located at 1410 14th Street N.W. Washington, D.C., was in violation of D.C. Official Codes §25-711, §25-762, and DCMR §23-1004. Specifically, the establishment allowed patrons to take and consume alcoholic beverages off-premises and outside on the front sidewalk of the business without a Sidewalk Café Endorsement, and the alcohol license for the establishment was not posted in a conspicuous place.</p> <p>DETAILS: On Thursday, July 25, 2013, at approximately 8:15 p.m., ABRA Supervisory Investigator Craig Stewart and Investigator John Suero were driving in the 1400 block of 14th Street, N.W. Washington, D.C. when they observed a large crowd outside of the Black Whiskey, located at 1410 14th Street, N.W., Washington, D.C. Investigators stopped to investigate and observed approximately 20 people on the front sidewalk of Black Whiskey, as well as a large table set up in front of the establishment. Investigators also noted some individuals with alcoholic beverages in their hands, and some exiting Black Whiskey with alcoholic beverages (Exhibits#1 thru #4). Investigators entered the establishment and walked to a first floor bar area where they identified themselves and asked to speak with an ABC Manager or owner. A few moments later a Mr. Darren Norris approached the investigators and</p>			

introduced himself as the owner of Black Whiskey. Supervisory Investigator Stewart and Investigator Suero identified themselves to Mr. Norris and asked to see the alcohol license for the establishment. Mr. Norris led the investigators up to the second floor where there was another bar. Mr. Norris then walked behind the bar and reached behind a cash register and produced the alcohol license (Exhibit#5). The license was not visible in any way until Mr. Norris brought it from behind the cash register. Supervisory Investigator Stewart then requested that Mr. Norris accompany the investigators outside to the front of the establishment. Once outside of the establishment Mr. Norris was advised that it is a violation of ABRA laws and regulations for him to allow patrons to remove alcoholic beverages from the establishment. He was further advised that allowing the consumption of alcoholic beverages outside in a public space, essentially operating a Sidewalk Café or Summer Garden, without proper permits and endorsements from ABRA is also a violation of ABRA laws (Exhibit#6). Mr. Norris was made aware that the alcohol license for Black Whiskey is required to be posted in a conspicuous manner where it can readily be seen and that not doing so is a violation of ABRA laws.

On July 27, 2013, Investigator Suero completed a Regulatory Inspection of Black Whiskey and no ABRA violations were found (Exhibit#7).

EXHIBITS ATTACHED:

Exhibit#1 Picture of people standing on the sidewalk in front of Black Whiskey with an establishment sign advertising Happy Hour.

Exhibit#2 Picture of the front of Black Whiskey with people on the sidewalk with a lady holding what appeared to be an alcoholic beverage.

Exhibit #3 Picture of a large group of people outside of Black Whiskey.

Exhibit #4 Picture of the table set up in front of Black Whiskey.

Exhibit#5 Picture of the cash register that Mr. Norris reached behind in order to retrieve the alcohol license.

Exhibit#6 Copy of Black Whiskey's ABRA license that does not have a Sidewalk Café or Summer Garden Endorsement.

Exhibit #7 Copy of Regulatory Inspection

Exhibit#8 Copy of Black Whiskey's Settlement Agreement.

INVESTIGATIVE HISTORY

No violations found in ABRA records.

GOVERNMENT WITNESS INTERVIEWED

NAME:	ADDRESS:	TEL #
NAME:	ADDRESS:	TEL #
NAME:	ADDRESS:	TEL #

Investigator's Printed Name John A. Suero Signature and Date  8/16/13

Reviewed By Printed Name C. Stewart Signature and Date _____

Approved By Printed Name Johnnie E. Jackson, Jr. Signature and Date  8/16/13

Black Whiskey Arrat# 091434 7/25/13 Exhibit #1

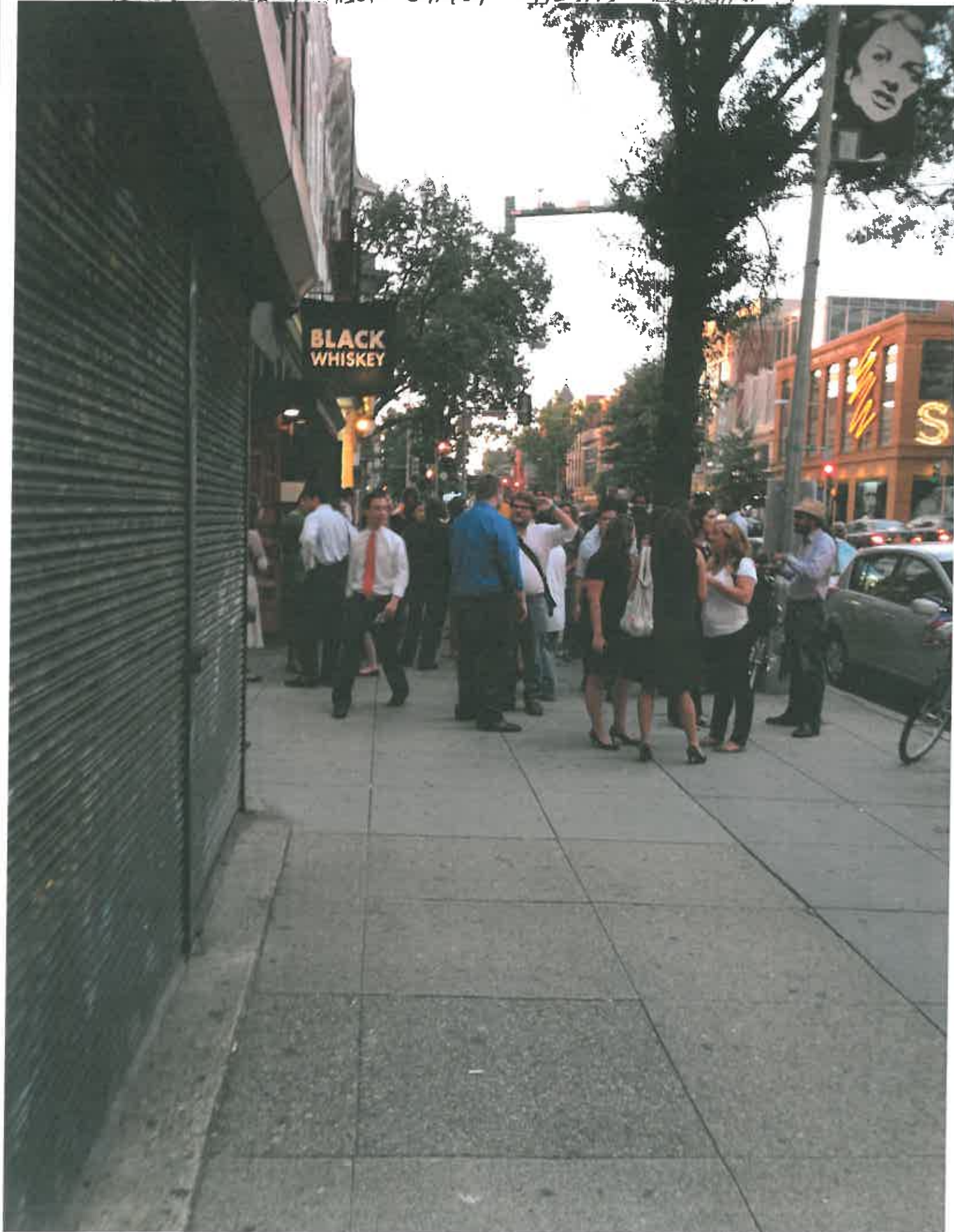


BLACK WHISKEY ABRA - 071934 7/25/13 Exhibit # 2

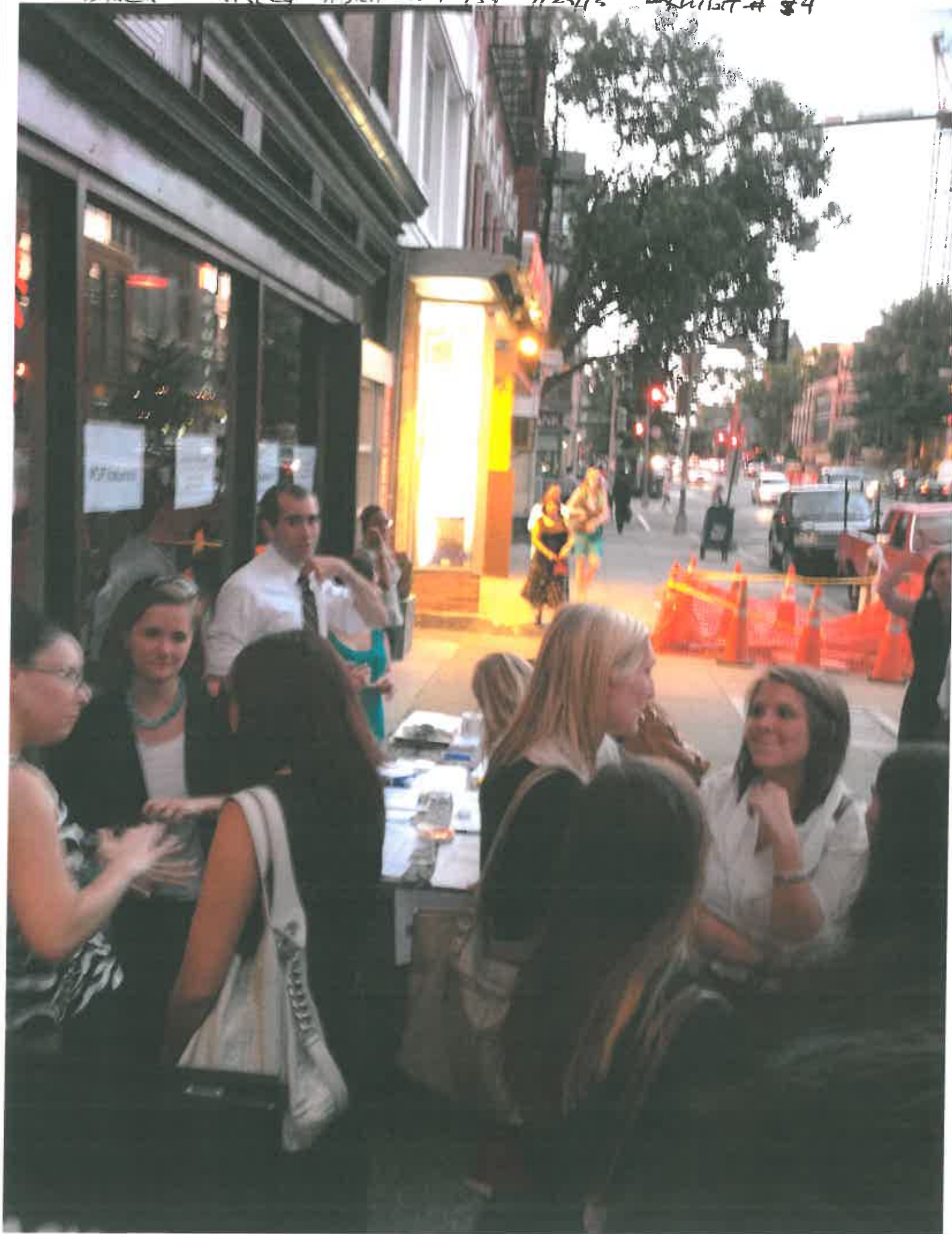
BLACK
WHISKEY



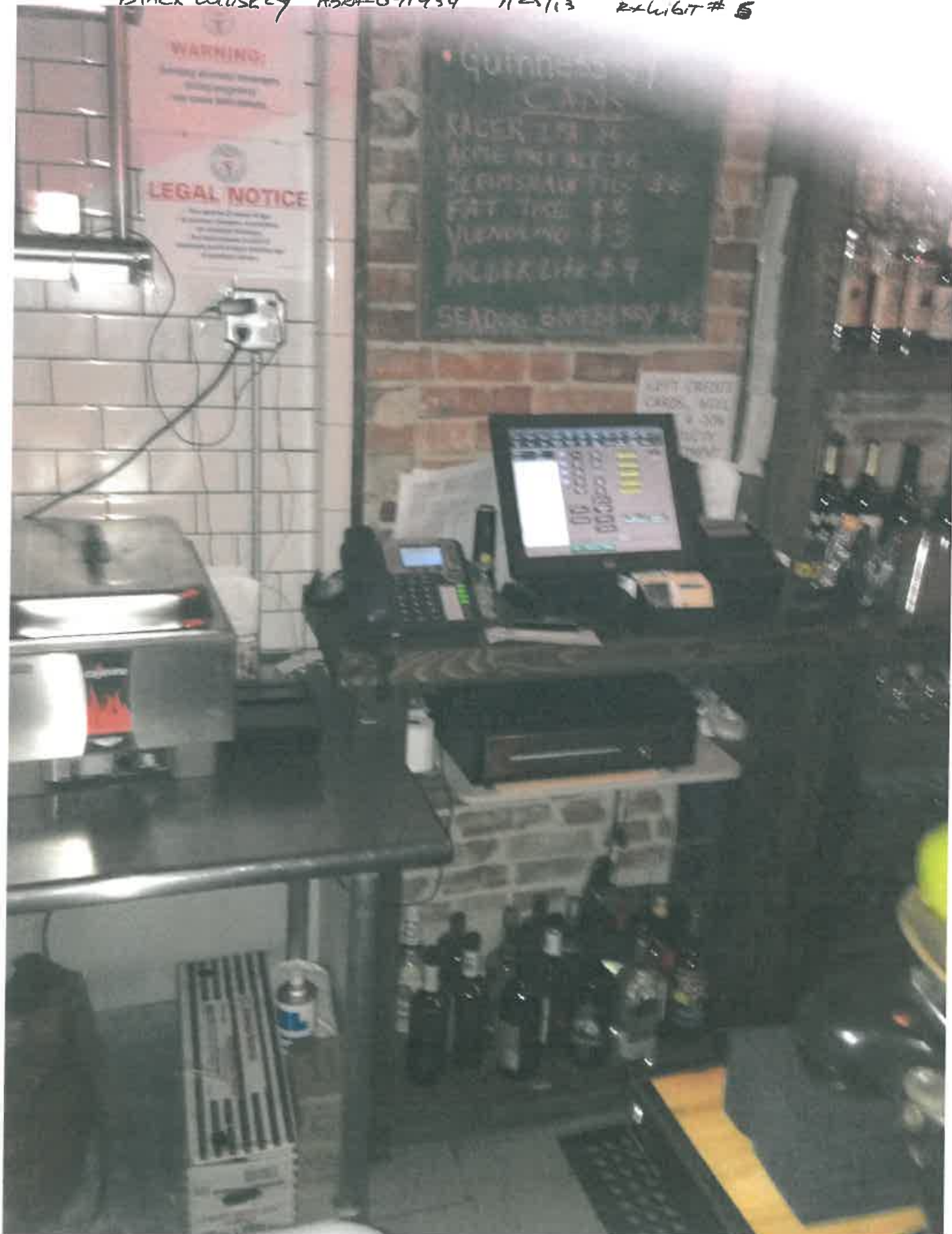
BLACK WHISKEY AREA - 091434 7/25/13 Exhibit # 3



Black Whiskey #304 - 091434 712513 Exhibit # 84



Black Husky ABRA-091434 7/25/13 Exhibit # 5



Black Whiskey
BLACK WHISKEY LLC
1410 14TH ST NW
License Number : ABRA-091434
License Class: Tavern C Capacity: 99
Issue Date: July 27, 2013

Voluntary Agreement

Endorsement(s): Cover Charge Dancing Entertainment

Hours of Operation

	Operation	Sales	Entertainment
Sunday:	11am - 1:45am	11am - 1:45am	6pm - 1:45am
Monday:	11am - 1:45am	11am - 1:45am	6pm - 1:45am
Tuesday:	11am - 1:45am	11am - 1:45am	6pm - 1:45am
Wednesday:	11am - 1:45am	11am - 1:45am	6pm - 1:45am
Thursday:	11am - 1:45am	11am - 1:45am	6pm - 1:45am
Friday:	11am - 2:45am	11am - 2:45am	6pm - 2:45am
Saturday:	11am - 2:45am	11am - 2:45am	6pm - 2:45am

Expiration Date: 09/30/2013

You will be billed annually for any balance due.



Exhibit #7

Alcoholic Beverage Regulation Administration Enforcement Division Licensed Premises

☒ Regulatory Inspection☐ Re-Inspection

VA:

☒

Date: <u>7/27/13</u>	Time In: <u>8:55</u>	<input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	Time Out: <u>9:12</u>	<input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.
License #: <u>091434</u>	Business Name: <u>Black Whiskey LLC</u>	Endorsements: <u>SETTLEMENT AGREEMENT</u>		
Expiration: <u>9/30/13</u>	Trade Name: <u>Black Whiskey</u>	Cover Charge: <u>DANCING</u>		
License Class: <u>ET</u>	Address: <u>1410 14th St NW</u>	Entertainment: <u></u>		
<input type="checkbox"/> Fine Dining	Ward: <u>2</u>			
<input type="checkbox"/> Dining w/Bar	Telephone: <u>(2) 329-6615</u>			
<input type="checkbox"/> Dining w/o/Bar				
<input checked="" type="checkbox"/> N/A				

ABC Manager(s):

E-mail:

fwfo@blackwhiskeydc.comOwner: PC Lic# 9599823

In what language does the licensee need vital documents translated?

DARREN L. WAREEnglishC of O # 1300943 Date Issued: 1/31/13Zone: C-3-A Occupancy Load: 99 SEATSKitchen Operating: ☐ Yes ☐ No ☐ N/AApproved Floors: 1st + 2ndToilet Facility: ☒ Yes ☐ No ☐ N/ATrash: Name of Company: TenlytownDays of removal: 7 X WEEKLY

Days	Hours of Operation	Hours of Sales	Entertainment Hours	Sidewalk Hours	Summer Garden Hours
Sunday	<u>11 AM - 1:45 AM</u>	<u>11 AM - 1:45</u>			
Monday					
Tuesday					
Wednesday					
Thursday					
Friday	<u>11 AM - 2:45 AM</u>	<u>11 AM - 2:45 AM</u>			
Saturday	<u>11 AM - 2:45 AM</u>	<u>11 AM - 2:45 AM</u>			

REQUIRED ITEMS

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Posting of ABC License - 25-711 (a)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Under 21 Sign - 25-713
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	ABC Window Lettering - 25-711(a)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Pregnancy Sign - 25-712
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Signage - 25-763 or 25-765	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Keg Registration - 25-753
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Books & Invoices - 23 DCMR 1204.3	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Import Permits - 23 DCMR 1204.3

Remarks to include confirmation or discrepancy in hours, list other pertinent licenses:

ON 7-25-13, ABC LICENSE NOT POSTED CONSPICUOUSLY, PATRONS CONSUMING ALCOHOL OFF-PREMISES, OPERATING SIDEWALK CAFE w/o ENDORSEMENT.

Advised establishment on Quarterly Statement Requirements Yes ☐ No ☐ N/A ☒ Delinquent Yes ☐ No ☒

Investigator's Recommendations:

☐ Re-Inspection ☐ Warning Letter ☐ Citation ☐ Refer to Board ☐ Refer to Another Agency ☐ Violations

ABC Approved Manager / Owner Signature

Investigator Signature

S/I Initials

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Black Whiskey, LLC
t/a Black Whiskey

Applicant for a New
Retailer's Class CT License

at premises
1410 14th Street, N.W.
Washington, D.C. 20005

License No. ABRA-091434
Order No. 2013-103

Black Whiskey, LLC, t/a Black Whiskey (Applicant)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Black Whiskey, LLC, t/a Black Whiskey, Applicant for a new Retailer's Class CT license, located at 1410 14th Street, N.W., Washington, D.C., and ANC 2F have entered into a Settlement Agreement (Agreement), dated April 3, 2013, 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 Chairperson Matt Raymond, on behalf of ANC 2F, are signatories to the Agreement.

Black Whiskey, LLC
t/a Black Whiskey
License No. ABRA-091434
Page 2

Accordingly, it is this 24th day of April, 2013, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 2F.

Black Whiskey, LLC
t/a Black Whiskey
License No. ABRA-091434
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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 3 day of April, 2013, by and among Black Whiskey, LLC ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class CT License (the "License") for a restaurant/bar establishment ("Establishment") located at 1410 14th Street, NW, Washington, D.C. (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of a protest regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Hours of Operation. Applicant's hours of operation shall not exceed the following:

Interior Hours:

Sunday – Thursday	11 a.m. – 1:45 a.m.
Friday – Saturday	11 a.m. – 2:45 a.m.

Summer Garden:

Sunday-Thursday	11 a.m.-11 p.m.
Friday and Saturday	11 a.m.-12 a.m. (midnight)

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises, or the Summer Garden, as appropriate.

Provided, however, that (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Saving Time Extension of Hours," Applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours. In addition, Applicant may operate and serve until 4:00 a.m. on New Year's Eve.

3. Last Call. Last call shall be announced one-half hour prior to closing, each night of operation.

4. Noise and Privacy. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the Establishment. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any residential premises (whether on property zoned commercial or residential), other than the licensed establishment, by the use of any mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise, bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device. Applicant will also take reasonable steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property.

5. Public Space and Trash. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash, grease and garbage only in proper containers, and shall see that container covers fit properly and remain fully closed and secured, except when trash, grease or garbage is being added or removed. Applicant shall keep the public space and street free of garbage/grease caused

by its operations and make reasonable efforts in the cleaning of the public space in front of the establishment (including when weather permits the use of a watering hose). Applicant shall not empty bottles or cans into any outside container after 12:00 midnight.

6. Rat and Vermin Control. Applicant shall provide monthly rat and vermin control for the Establishment.

7. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

8. Complaint Log. The Establishment's website, if any, will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the ABC Board for inspection and copying upon reasonable advance request.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

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

12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Severability. In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

14. Notice and Opportunity to Cure. Protestants agree to provide Applicant with written notice of any perceived violation of this Agreement. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure to cure shall constitute a cause for seeking a Show Cause Order from the AEC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this

Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Black Whiskey, LLC
 ATTN: Darren Norris
 1014 14th Street, NW
 Washington, DC 20001
 Darren@eatkushi.com

With a Copy To: Andrew J. Kline
 Veritas Licensing & Legislative Affairs
 1225 19th Street, NW, Suite 320
 Washington, DC 20036
 akline@veritasllc.com

If to ANC 2F: ANC 2F
 5 Thomas Circle, NW
 Washington, DC 20005
 anc2f@starpower.net

Any party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.


ANC 2F

By: 
Matt Raymond, Chairman

Date Signed: April 3, 2013

APPLICANT:

BLACK WHISKEY, LLC

By: 
Darren Norris

Date Signed: April 3, 2013