

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

**In the Matter of:**

Supra, LLC  
t/a Supra

Application for Substantial Change  
(Sidewalk Cafe)  
to a Retailer's Class CR License

at premises  
1013 M Street, NW  
Washington, D.C. 20001

Case No.: 18-PRO-00023  
License No.: ABRA-106618  
Order No.: 2018-399

Supra, LLC, t/a Supra (Applicant)

Ashwin Phatak, on behalf of A Group of Five or More Individuals

Caitlin K. and Jonathan Moynihan, Abutting Property Owners

Mathew Contento, Abutting Property Owner

Wah-Keng Wu, Abutting Property Owner

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by Supra, LLC, t/a Supra (Applicant), for a Substantial Change to add a Sidewalk Cafe, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 30, 2018, in accordance with D.C. Official Code § 25-601.

The official records of the Board reflect that the Applicant, a Group of Five or More Individuals, Caitlin K. and Jonathan Moynihan, Mathew Contento, and Wah-Keng Wu entered into a Settlement Agreement (Agreement), dated June 8, 2018, 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; Ashwin Phatak, on behalf of the Group of Five or More Individuals; Caitlin K. and Jonathan Moynihan; Mathew Contento; and Wah-Keng Wu; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by the Group of Five or More Individuals, Caitlin K. and Jonathan Moynihan, Mathew Contento, and Wah-Keng Wu.

Accordingly, it is this 20th day of June, 2018, **ORDERED** that:

1. The Application filed by Supra, LLC, t/a Supra, for a Substantial Change to add a Sidewalk Cafe is **GRANTED**;
2. The Protests of the Group of Five or More Individuals, Caitlin K. and Jonathan Moynihan, Mathew Contento, and Wah-Keng Wu in this matter are hereby **WITHDRAWN**;
3. 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 2 (Hours of Operation) – The language “hours of operation” shall be replaced with the language “hours of operation, sales, service, and consumption” wherever it appears.

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, Caitlin K. and Jonathan Moynihan, Mathew Contento, Wah-Keng Wu, and Ashwin Phatak, on behalf of the Group of Five or More Individuals.


District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
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Nick Alberti, Member

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Mike Silverstein, Member

  
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James Short, Member

  
\_\_\_\_\_  
Donald Isaac, Sr., Member

  
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Bobby Cato, Member

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Rema Wahabzadah, 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 14<sup>th</sup> 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).

**SETTLEMENT AGREEMENT**  
**BETWEEN SUPRA LLC, GROUP OF 6 INDIVIDUALS AND**  
**ABUTTING PROPERTY OWNER PROTESTANTS**

**THIS SETTLEMENT AGREEMENT** ("Agreement") is made on this 8<sup>th</sup> day of June, 2018, by and between Supra LLC ("Applicant"), Ashwin Phatak, designated representative of the Group of 6 Protestants, and Abutting Property Owner Protestants (all Protestants collectively referred to as "Protestants").

**RECITALS**

Whereas, Applicant has applied to the Alcoholic Beverage Regulation Administration for a Sidewalk Café Endorsement to its Alcohol Beverage License ("License") for the Premises located at 1013 M Street, N.W. ("Premises"); and

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, quiet and property values.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours of Operation. Applicant agrees that its hours of operation for the sidewalk café shall be:
  - A. Sunday through Thursday: 10:00 a.m. to 10:00 p.m.
  - B. Friday and Saturday: 10:00 a.m. to 11:30 p.m.

Applicant shall maintain a clearly visible sign at the entrance of the sidewalk café with the foregoing hours of operation posted.

Additionally:

Applicant shall clean the sidewalk café immediately following closing and as quickly as possible, but no later than 30 minutes after closing. Applicant shall clean the sidewalk café in a manner that minimizes all sound to the fullest extent possible, including noise from tables and chairs being moved about and from staff responsible for cleaning the sidewalk café.

3. Number of Seats. Applicant shall have no more than 40 seats on the sidewalk café.
4. Dining Service. Applicant shall provide dining service only on the sidewalk café. No bar shall be operated on the sidewalk café.

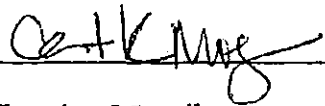
5. Noise.
  - A. No music or amplified sounds shall be allowed on the sidewalk café.
  - B. Applicant shall:
    - (i) place umbrellas on the sidewalk café to provide shading and mitigate the transmission of noise;
    - (ii) place placards visible from each table in the sidewalk café encouraging patrons to be respectful of the surrounding residential neighbors;
    - (iii) train all employees to be sensitive to and take steps to reduce the transmission of noise to the residential area above during service of patrons, removal of trash, dishes and furniture, and cleaning the sidewalk café, and
    - (iv) if reasonably possible lock all furniture on the sidewalk café overnight rather than remove the furniture.
6. Trash. Applicant shall remove and properly dispose of all trash from the sidewalk café on a frequent basis during operations and at closing time.
7. Beautification of Area. Applicant shall install and maintain planters and plantings around the sidewalk café in order to beautify the space.
8. Notification.
  - A. Applicant shall provide an e-mail address to the Protestants through which any comments or concerns about the nature of the operation of the sidewalk café can be addressed; and
  - B. At all times, at least one member of Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighboring residents. This Point Person shall understand the terms of this Agreement; be empowered to at all times enforce the terms set forth herein; and will contact Applicant's owner as the situation necessitates.
9. Binding Effect. This Agreement shall be binding upon and enforceable against Applicant and successors of Applicant.

In consideration of the agreements set forth above, the Protestants shall, upon approval of this Agreement by the Alcoholic Beverage Regulation Administration, withdraw their protests of the application for a Sidewalk Café Endorsement to Applicant's License.

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

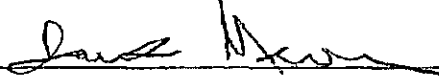
**ABUTTING PROPERTY OWNER PROTESTANTS:**

Caitlin K. Moynihan

  
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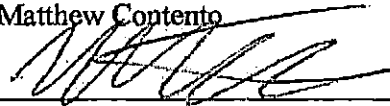
Date: 6/8/18

Jonathan Moynihan

  
\_\_\_\_\_


Date: 6/8/18

Matthew Contento

  
\_\_\_\_\_

Date: 6/8/18

Wah-Keng Wu

  
\_\_\_\_\_


Date: 6/8/18

**GROUP OF 6 PROTESTANTS**

By: Ashwin Phatak  
Ashwin Phatak, Representative

Date: 6/8/18

**SUPRA LLC**

By:   
Jonathan David Nelms, Owner

Date: 6/8/18

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

**In the Matter of:** )

Supra, LLC )  
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Application for a New )  
Retailer's Class CR License )

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License No.: ABRA-106618

Order No.: 2017-437

Supra, LLC, t/a Supra (Applicant)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Jake Perry, Member  
Donald Isaac, Sr., Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Supra, LLC, t/a Supra (Applicant), and ANC 2F entered into a Settlement Agreement (Agreement), dated July 19, 2017, 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 John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 16th day of August, 2017, **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 3 (Hours of Operation) – Item (c), the language “Alcohol service” shall be replaced with the language “Alcohol sales.”

The parties have agreed to this modification.

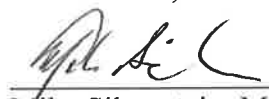
2. Copies of this Order shall be sent to the Applicant and ANC 2F.



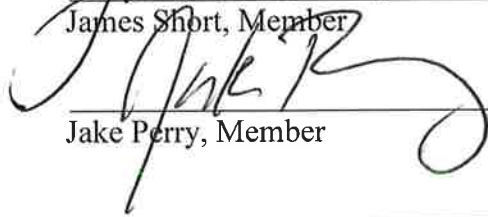
District of Columbia  
Alcoholic Beverage Control Board

  
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\_\_\_\_\_  
Nick Alberti, Member

  
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## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 19<sup>th</sup> day of July, 2017, by and between Supra LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

### RECITALS

- (a) Applicant has applied for a Retailer Class C License (the "License") for a business establishment ("Establishment") located at 1013 M ST NW, Washington, DC (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 contested protest proceedings 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. Nature of the Business. The applicant will manage and operate a restaurant. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
  - a. Standard hours shall be no later than:
    - i. Sunday – Thursday: 8am to 1:00am
    - ii. Friday – Saturday: 8am to 2:00am

Additionally:

- b. Applicant's kitchen facilities shall remain open with full menu service until a minimum of one (1) hour prior to closing.
  - c. Alcohol service shall end 30 minutes prior to closing.
  - d. Exceptions to the standard hours shall be granted for:
    - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
    - ii. 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;
    - iii. And, on January 1 of each year Applicant may operate for one additional hour.
4. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant shall present only recorded background music. Applicant will not install any exterior speakers to the Establishment.

5. Public Space – ADA Compliance. Applicant shall make every reasonable accommodation to meet or exceed the expectations of the Americans with Disabilities Act.
6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarette butt receptacle wherever patron gather to smoke.
7. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
8. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
9. 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.
10. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. 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 Board for inspection and copying upon reasonable advance request.
11. 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.
12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

13. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at [www.ANC2F.org](http://www.ANC2F.org).
14. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
16. 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.
17. Notice and Opportunity to Cure. 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, the lesser of 72 hours or 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 should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. 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.

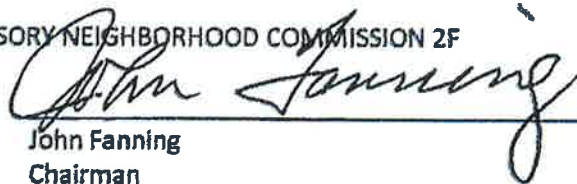
If to Applicant:           Supra LLC  
                                  Attention: Jonathan Nelms  
                                  3755 McKinley ST, NW  
                                  Washington, DC 20015

If to the ANC:            Advisory Neighborhood Commission 2F  
                                  5 Thomas Circle, NW  
                                  Washington, DC 20005  
                                  ANC2FOffice@gmail.com

Either 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.

ADVISORY NEIGHBORHOOD COMMISSION 2F

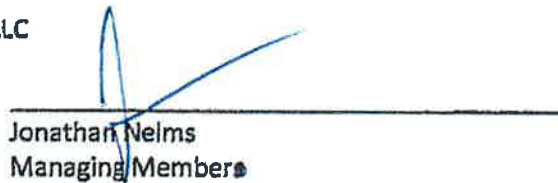
By:

  
\_\_\_\_\_  
John Fanning  
Chairman

APPLICANT

Supra LLC

By:

  
\_\_\_\_\_  
Jonathan Neims  
Managing Member

Its:

Managing Member