

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

<b>In the Matter of:</b>	)	
	)	
Parlor Restaurant and Lounge, LLC	)	
t/a Flirt Cocktail Bar and Social Club	)	
	)	
Applicant for a New	)	License No.: ABRA-127493
Retailer's Class CT License	)	Order No.: 2024-302
	)	
at premises	)	
1015 7th Street, NW	)	
Washington, D.C. 20001	)	
	)	

Parlor Restaurant and Lounge, LLC, t/a Flirt Cocktail Bar and Social Club, Applicant

Rachelle Nigro, Chairperson, Advisory Neighborhood Commission (ANC) 2G

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Parlor Restaurant and Lounge, LLC, t/a Flirt Cocktail Bar and Social Club (Applicant), Applicant for a New Retailer's Class CT License, and ANC 2G have entered into a Settlement Agreement (Agreement), dated April 22, 2024, 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 and Chairperson Rachelle Nigro, on behalf of ANC 2G, are signatories to the Agreement.

Accordingly, it is this 1st day of May 2024, **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 Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac43cb8689d5f69e4e730069d1dccc8

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae373f820de6ac8d1b332d2049ec

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James Short, Member



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Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 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 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*

by and between

Parlor Restaurant and  
Lounge, LLC. t/a Flirt  
Cocktail Bar and Social  
Club and  
Advisory Neighborhood Commission 2G

for premises located at  
1015 ½ 7<sup>th</sup> Street, NW, Washington DC 20001

**Recitations**

*WHEREAS*, Parlor Restaurant and Lounge LLC. ("Establishment"), is a corporation organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia; and,

*WHEREAS*, the premises at 1015 1/2 7<sup>th</sup> Street, NW is located within Advisory Neighborhood Commission 2G ("ANC 2G"); and,

*WHEREAS*, the Establishment has filed for a new Class "CT" Tavern license under the D.C. Alcoholic Beverage Control Act ("Application") with the ABC Board; and,

*WHEREAS*, the Establishment seeks approval to operate a tavern at 1015 1/2 7<sup>th</sup> Street, NW, with an Entertainment Endorsement; and,

*WHEREAS*, the Establishment and ANC 2G (collectively, the "Parties") desire to resolve potential issues in the operation of Flirt Cocktail Bar and Social Club located at 1015 1/2 7<sup>th</sup> Street, NW, ("Establishment") and enter into this Settlement Agreement ("Agreement") in exchange for ANC 2G's support of the 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:

I. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Interior Hours:**

a.) The Hours of Operation on the interior premises shall be:  
i. Sunday through Thursday: 11:00am to 2:00am; and  
ii. Friday and Saturday: 11:00am to 3:00am.

b.) The Hours of Alcoholic Beverage Sales, Service, and Consumption on the interior premises shall be:  
i. Sunday: 11:00am to 2:00am;  
ii. Monday through Thursday: 11:00am to 2:00am; and  
iii. Friday and Saturday: 11:00am to 3:00am.

Provided, however (1) on days designated by the ABC Board as "extended Hours for ABC Establishments" Establishment may operate and serve alcoholic beverages for one additional hour



(that is, one hour later); (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general operating hours for particular dates, holidays or events (e.g. inauguration, World Cup), Establishment may avail itself of such extended hours; (3) on January 1 of each year, Establishment may operate and serve alcoholic beverages until 4:00am and may apply for a One Day Substantial Change to provide Entertainment until 3:00am on January 1 of each year; (4) and on "Daylight Saving Time Extension of Hours" as designated by the ABC Board, Establishment may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later.

c.) The Hours of Entertainment on the interior premises shall be:

- i. Sunday: 8:00pm to 2:00am;
- ii. Monday through Thursday: 8:00pm to 2:00am; and
- iii. Friday and Saturday: 8:00pm to 3:00am.

**3. Public Space and Trash.** Establishment shall take reasonable measures to maintain the cleanliness of the premises and adjacent public property is free of trash/waste, including the sidewalk in front of the establishment. Establishment shall cause extermination services to be provided to the establishment by a reputable exterminator on at least a monthly basis.

**4. Noise.** Establishment will comply with all D.C. Official Code §25-725:

a) During all times, amplified music emanating from the boundaries of the establishment's premises (except during times that the doors are open for ingress or egress) shall not be audible in the neighboring community.

b) Doors and windows: The doors and windows of the premises shall be kept closed at all times during business hours when music is being played or when sound amplification is being used on the premises except when patrons are in the act of entering or leaving the premises. At the close of business when the number of departing patrons necessitates keeping doors open, Establishment will lower internal sound levels as necessary.

**5. Valet Parking:** Establishment will provide valet parking during operating hours

**6. Use of outside promoters:** Establishment will not allow the space to be used/rented by outside promoters.

### **7. Security**

a) Establishment will have on the Premises a minimum of one security person but more as needed, whose sole responsibility is monitoring of the peace, order and quiet of the Establishment and its immediate environs.

b) Establishment shall take all necessary steps to prevent patron rowdiness, including refusing admission and service to, or ejecting rowdy or unruly persons.

c) Establishment shall make every effort to prohibit and prevent loitering or criminal activity on or adjacent to the Premises, including without limitation calling the Metropolitan Police Department if illegal activity is observed.

d) Establishment must submit a written security plan to ABCA.

e) Hours of Security will be Sunday through Thursday, 5:00pm-2:00am and Friday-Saturday, 5:00pm-3:00am.

**7. Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 2G does not intend for a violation of



any DC law or regulation to also be considered a violation of this Agreement.

8. Notice and Opportunity to Cure. In the event that either party is in breach of this Agreement the breaching party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of the Agreement. If the breaching party fails to cure within thirty (30) days, (or, within respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code §25-447.

**Establishment:**

Parlor Restaurant and Lounge LLC  
1015 1/2 7<sup>th</sup> Street, NW  
Washington, DC 20001  
Attn: Ben Urey  
Email: sbenurey@yahoo.com

**ANC:**

Advisory Neighborhood Commission 2G  
P.O. Box 26181  
Washington, DC 20001-9997  
Attn: Rachelle Nigro, Chair  
Email: 2G@anc.dc.gov

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

No Protest. Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 2G agrees to support the Establishment's pending ABC license application and shall refrain from filing a protest against Establishment's pending license application.

In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement.

**Applicant:**

By: Ben Urey Date: 4-22-24  
Ben Urey, Owner Parlor Restaurant and Lounge LLC, t/a Flirt Cocktail Bar and Social Club

**Advisory Neighborhood Commission 2G**

By: Rachelle Nigro Date: 4-20-24  
Rachelle Nigro, Chair, ANC 2G and Commissioner 2G06