

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

In the Matter of:)	
)	
SHOTO DC, LLC)	
t/a SHOTO)	
Applicant for a New)	Case No.: 21-PRO-00096
Retailer's Class CR License)	License No.: ABRA-119590
)	Order No.: 2022-049
at premises)	
1100 15th Street, NW, Unit 1)	
Washington, D.C. 20005)	

SHOTO DC, LLC, t/a SHOTO, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Mike Fasano, on behalf of a Group of Five or More Individuals, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by SHOTO DC, LLC, t/a SHOTO (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 3, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated January 26, 2022, 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 Mike Fasano, on behalf of a Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 9th day of February 2022, **ORDERED** that:

1. The Application filed by SHOTO DC, LLC, t/a SHOTO, for a new Retailer's Class CR License, located at 1100 15th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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 modifications:

Section 4 (Outdoor Areas – Hours of Operation and Sales/Service/Consumption of Alcoholic Beverages) – Page 2, second paragraph, the language “provided that Protestants receive advance written notice at the time the paperwork is submitted, by electronic copy to both Mike Fasano and Kerry Verdi at the email addresses provided in Section 9” shall be replaced with “provided protestants receiving written notice five (5) days prior to the event by electronic copy to both Mike Fasano and Kerry Verdi at the email addresses provided in Section 9.”

Section 4 (Outdoor Areas – Hours of Operation and Sales/Service/Consumption of Alcoholic Beverages) – Page 2, third paragraph, a period shall be placed after the term “18 months.” Then, the language “provided that Protestants receive notice at the same time the ANC is provided the paperwork, by electronic copy to both Mike Fasano and Kerry Verdi at the email addresses provided in Section 9” shall be replaced with “Applicant agrees to provide notice to Protestant before seeking a change in the summer garden restrictions by electronic copy to both Mike Fasano and Kerry Verdi at the email addresses provided in Section 9.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 6143184836302568720099216188

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 347e37382064c811073282946e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca0dfe149d74b75b679174209

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e01685e1fde4016155e6c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172953f8504c47481856f0c443485

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f8f1040e14ad652541ce5

Edward S. Grandis, 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 14th 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 (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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 26 day of January, 2022, by and between SHÖTÖ DC, LLC t/a SHÖTÖ, ABRA License 119590 ("Applicant"), and the Group of 5 or more residents ("Protestants") (hereinafter jointly referred to as the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Restaurant License for a business establishment ("Establishment") located at 1100 15th Street, N.W., Retail Suite #1, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement, and request the Alcoholic 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 Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) peace, order, and quiet of the neighborhood; residential parking; and vehicular and pedestrian safety; as well as (ii) 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. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Nature of the Business.** The Applicant will manage and operate the Establishment as a Retailer's Class "C" Restaurant.
- 3. Interior Hours of Operation: Hours of Sales/Service/Consumption of Alcoholic Beverages; and Entertainment.**

Hours of operation, including sales/service/consumption of alcoholic beverages and entertainment, shall not exceed:

Sunday through Thursday:	8:00 a.m. – 2:00 a.m.
Friday and Saturday:	8:00 a.m. – 3:00 a.m.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00 a.m.

- 4. Outdoor Areas – Hours of Operation and Sales/Service/Consumption of Alcoholic Beverages.**

The hours for the summer garden shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 11:00 p.m.
Friday and Saturday:	8:00 a.m. – 12:00 a.m.

Provided, that on days designated by the ABC Board as "Holiday Extension of Hours" Applicant may avail itself of an extra hour (12:00 a.m. Sunday-Thursday and 1:00 a.m. Friday-Saturday); in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours for limited duration special events (such as Inauguration), Applicant may avail itself of an extra hour (12:00 a.m. Sunday-Thursday and 1:00 a.m. Friday-Saturday).

The Applicant shall not have entertainment in the summer garden. Notwithstanding the foregoing, Applicant may have live entertainment for up to six events per year, subject to closing hours no later than 12 a.m. on Sunday-Thursday and no later than 1:00 a.m. on Friday and Saturday, provided that Protestants receive advance written notice at the time the paperwork is submitted, by electronic copy to both Mike Fasano and Kerry Verdi at the email addresses provided in Section 9.

However, Protestants do not object to the Applicant requesting a substantial change related to the summer garden restrictions after the Applicant has been in operation for 18 months, provided that Protestants receive notice at the same time the ANC is provided the paperwork, by electronic copy to both Mike Fasano and Kerry Verdi at the email addresses provided in Section 9. Protestants do not waive the right to protest any request for a substantial change.

5.Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant further agrees to use various reasonable means to mitigate noise from the Outdoor Area, including use of planters, shrubbery, and/or other muting or muffling objects or structures, as determined by Applicant.

6.Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.

7.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.

8.Miscellaneous. Applicant will operate in compliance with all applicable DC laws and regulations. However, other than for a violation of the DC Noise Ordinance, the parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement

9.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 thirty (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 which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute cause for filing a complaint with the ABC Board. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing and served via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement and sent via electronic mail at the following addresses. Notice

shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: SHOTŌ DC LLC
8950 S.W. 74th Court
Suite 1704
Miami, Florida 33156
Attn: Mr. Jeffrey Boerner, Director
Phone: 305-670-7645
Fax: 305-670-7647
Email: jeff@ctcorpoffice.com

If to Protestants: Mike Fasano, Board President
Board of The Presidential Cooperative
fasanoassociates@gmail.com


Kerry Brainard Verdi
VERDI & OGLETREE PLLC
1325 G Street, NW
Suite 500
Washington, DC 20005
phone: 202-449-7703
kverdi@verdiogletree.com
Counsel for the Group of Five or More

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. The Parties agree to provide prompt notice to one another of any change of address for service of notices required under this Agreement.

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

PROTESTANTS

Board of The Presidential Cooperative on behalf of the group of 5 or more



By: Mike Fasano, Board President

APPLICANT:


SHOTŌ DC LLC t/a SHOTŌ

Jeffrey S Boerner - V.P.
By: