

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

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In the Matter of:)
)
DC Three Lessee, LLC)
t/a Hotel Rouge)
)
Holder of a)
Retailer's Class CH License)
)
at premises)
1315 16th Street, NW)
Washington, D.C. 20036)
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License No.: ABRA-079244
Order No.: 2018-555

DC Three Lessee, LLC, t/a Hotel Rouge (Applicant)

Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT


The official records of the Alcoholic Beverage Control Board (Board) reflect that DC Three Lessee, LLC, t/a Hotel Rouge (Licensee), located at 1315 16th Street, NW, Washington, D.C., and ANC 2B entered into a Settlement Agreement (Agreement), dated May 8, 2018, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated September 24, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Amendment.

Accordingly, it is this 26th day of September, 2018, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member




James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



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 14th 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).

AMENDMENT OF SETTLEMENT AGREEMENT

THIS AMENDMENT OF SETTLEMENT AGREEMENT ("Amendment") is made on this 24 day of September, 2018 by and between DC Three Lessee, LLC t/a Hotel Rouge, 1315 16th St., NW, License #ABRA-079244 ("Applicant"), and Advisory Neighborhood Commission 2B ("ANC 2B"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Sidewalk Café endorsement to the Retailer Class CH, License Number 079244, for a business establishment ("Establishment") located at 1315 16th St., NW, Washington, D.C. ("Premises");

WHEREAS, Applicant and ANC 2B have a Settlement Agreement dated May 8, 2018;

WHEREAS, ANC 2B does not object to the application for a sidewalk café endorsement;

WHEREAS, the Parties have agreed to enter into this Amendment and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's application for the sidewalk café endorsement conditioned upon the Applicant's compliance with the terms of this written Amendment; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

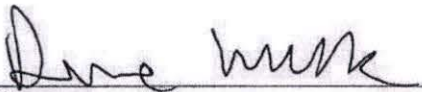
1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. Section 2 of the Settlement Agreement shall be replaced with:
 2. **Nature of the Business.** The Applicant will manage and operate a Retailer Class CH establishment with a restaurant, rooftop penthouse, and rooftop summer garden, and a sidewalk café.
3. Section 3 of the Settlement Agreement shall have the following hours at the end of the section:
 3. **Hours of Operation and Sales.**
 - Hours of operation of the sidewalk café:
 - Sunday through Thursday 7am – 10pm
 - Friday and Saturday 7am – 11pm
 - Hours of alcoholic beverage sales, service and consumption for the sidewalk café:
 - Sunday through Thursday 8am – 10pm
 - Friday and Saturday 8am – 11pm

4. Section 4 of the Settlement Agreement shall be replaced with:

4. **Occupancy.** The Establishment's certificate of occupancy will state the maximum number of seats and occupant load. The Establishment's Public Space Permit will state the maximum number of seats for the sidewalk café, however, not to exceed 50.

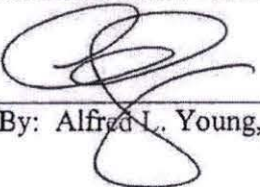
ADVISORY NEIGHBORHOOD COMMISSION 2B:

By: Daniel Warwick, Chair ANC 2B


Signature

APPLICANT:

DC Three Lessee, LLC, t/a Hotel Rouge
Establishment's Name


By: Alfred L. Young, Jr., President

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

In the Matter of:

DC Three Lessee, LLC
t/a Hotel Rouge

Application for Substantial Change
(Rooftop and Summer Garden)
to a Retailer's Class CH License

at premises
1315 16th Street, NW
Washington, D.C. 20036

Case No.: 18-PRO-00013
License No.: ABRA-079244
Order No.: 2018-341

DC Three Lessee, LLC, t/a Hotel Rouge (Applicant)

Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2B'S PROTEST**

The Application filed DC Three Lessee, LLC, t/a Hotel Rouge (Applicant), for a Substantial Change to add a Rooftop and a Summer Garden, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 9, 2018, in accordance with D.C. Official Code § 25-601.

The official records of the Board reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated May 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 and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.


Accordingly, it is this 16th day of May, 2018, **ORDERED** that:

1. The Application filed by DC Three Lessee, LLC, t/a Hotel Rouge, for a Substantial Change to add to add a Rooftop and a Summer Garden is **GRANTED**;
2. The Protest of ANC 2B 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; and
4. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board



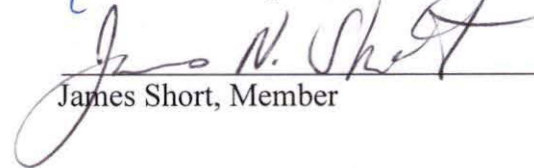
Donovan Anderson, Chairperson



Nick Alberti, Member

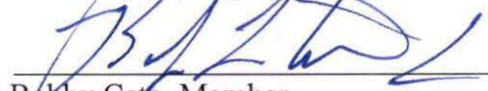


Mike Silverstein, Member

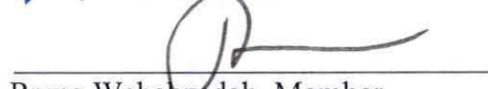


James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member



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 14th 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8th day of May, 2018 by and between DC Three Lessee, LLC t/a Hotel Rouga, 1315 16th St., NW, License #ABRA-079244 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Retailer Class CH, License Number 079244, for a business establishment ("Establishment") located at 1315 16th St., NW, Washington, D.C. ("Premises");

WHEREAS, Protestant is the Advisory Neighborhood Commission 2B (the "ANC") who filed a timely protest (the "Protest") against the issuance of the Applicant's license application for an addition of a rooftop penthouse and summer garden pursuant to D.C. Official Code § 25- 601(4);-

WHEREAS, the Parties have agreed to enter into this Agreement and request that 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

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 Retailer Class CH establishment with a restaurant, rooftop penthouse, and rooftop summer garden.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Inside premises: Sunday through Saturday 12 am – 12 am (24 hour operations)

Hours of alcoholic beverage sales, service, and consumption in premises:

Sunday 10 am – 2 am,

Monday through Thursday 8 am – 2 am,

Friday and Saturday 8 am – 3 am

Hours of live entertainment inside hours:

Sunday through Saturday 6 pm – 2 am (ANC 2B would also support 10 am – 2 am)

Hours of alcoholic beverage sales, service, and consumption for summer garden:

Sunday through Thursday 11 am – 11 pm,

Friday and Saturday 11 am – 12 am

Hours of alcoholic beverage sales, service, and consumption for penthouse:

Sunday through Thursday 11 am – 12 am,

Friday and Saturday 11 am – 1 am

4. **Occupancy.** The Establishment's certificate of occupancy will state the maximum number of seats and occupant load.
5. **Summer Garden and Penthouse.** The summer garden and penthouse shall close each day of the week no later than 2 am. The Applicant shall not have flashing lights in the summer garden and penthouse.
6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 which prohibits noise from licensed premises of such intensity that it may be heard in any premises other than the licensed establishment. Applicant will not utilize any amplified sound in summer garden. Applicant may utilize amplified music inside the penthouse until 30 minutes before the alcoholic beverage consumption hours stated in Section 3 herein each day. Applicant may open doors and windows of the penthouse during the beverage consumption hours of the summer garden stated in Section 3 herein. Applicant will make commercially reasonable efforts to install sound mitigation strategies to comply with D.C. Official Code.
7. **Public Space and Trash.** Applicant will make commercially reasonable efforts to keep the public space adjacent to and in front of the premises free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant will make commercially reasonable efforts to monitor these areas sufficiently to assure that refuse and other materials are promptly removed. 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.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the reasonable request of the Protestant. Applicant shall have the Establishment and the area directly adjacent to and in front of the Premises properly cleaned at the end of each night.
9. **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.
10. **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 which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices 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: DC Three Lessee, LLC t/a Hotel Rouge, 1315 16th St., NW,
Washington, DC 20036
Attn: General Manager

With copy to ownership at:

LaSalle Hotel Properties
7550 Wisconsin Avenue, 10th Floor
Bethesda, MD 20814
Attn: Justin Boutwell, V.P. Asset Management

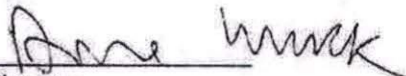
If to Protestants: ANC 2B
9 Dupont Circle
Washington, DC 20036

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.

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

PROTESTANT:

By: Daniel Warwick, Chair ANC 2B



Signature

APPLICANT:

DC Three Lessee, LLC, t/a Hotel Rouge
Establishment's Name

By: Alfred L. Young, Jr., President

If to Applicant: DC Three Lessee, LLC t/a Hotel Rouge, 1315 16th St., NW,
Washington, DC 20036
Attn: General Manager

With copy to ownership at:

LaSalle Hotel Properties
7550 Wisconsin Avenue, 10th Floor
Bethesda, MD 20814
Attn: Justin Boutwell, V.P. Asset Management

If to Protestants: ANC 2B
9 Dupont Circle
Washington, DC 20036

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.

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

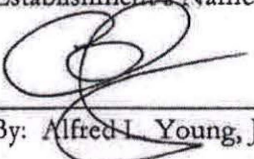
PROTESTANT:

By: Daniel Warwick, Chair ANC 2B

Signature

APPLICANT:

DC Three Lessee, LLC, t/a Hotel Rouge
Establishment's Name



By: Alfred L. Young, Jr., President