

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

**In the Matter of:**

Atlas Performing Arts Center  
t/a Atlas Performing Arts Center

Holder of a  
Retailer's Class CX Multipurpose Facility License

at premises  
1333 H Street, NE  
Washington, D.C. 20002

License No.: ABRA-085207  
Order No.: 2022-317

Atlas Performing Arts Center, t/a Atlas Performing Arts Center, Licensee

Virgil Ian Stanford, on behalf of the Advisory Neighborhood Commission (ANC) 6A

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, 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 Atlas Performing Arts Center, t/a Atlas Performing Arts Center (Licensee), and ANC 6A have entered into a Settlement Agreement (Agreement), dated June 21, 2022, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Virgil Ian Stanford, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 13th day of July 2022, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 6A.

District of Columbia  
Alcoholic Beverage Control Board

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*Donovan Anderson*  
Key: a743b3b92b9b0f0e4b79200d81a1088

Donovan Anderson, Chairperson

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*James Short*  
Key: b47a0738f050a7a1b1b0028d2940e7

James Short, Member

eSigned via SeamlessDocx.com  
*Bobby Cato*  
Key: 259d3f6adfb145d7f4b75bd7917d205

Bobby Cato, Member

eSigned via SeamlessDocx.com  
*Rafi Aliya Crockett, Member*  
Key: b500e91845e10e4014155e5c12f01cc

Rafi Crockett, Member

eSigned via SeamlessDocx.com  
*Jeni Hansen, Member*  
Key: 6217293f1f509447491b50f92a448b5

Jeni Hansen, Member

eSigned via SeamlessDocx.com  
*Edward Grandis, Member*  
Key: 5027bda7f8f0040ec14adeb52541ce5

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 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 (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).



Made this \_\_\_21<sup>st</sup>\_\_\_ day of June, 2022\_\_\_

by and between

**Atlas Performing Arts Center (ABRA-085207)**

1333 H Street, NE  
Washington DC 20002

and

**Advisory Neighborhood Commission 6A**

### **Preamble**

Through this Agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood.

Applicant is encouraged to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the establishment.

### **Witnesseth**

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Class C Multipurpose Liquor License at the subject premises; and,

Whereas the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

### **The Parties Agree As Follows:**

#### **1. Business Operations and Practices.**

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron shall bring an open container of an alcoholic beverage into the establishment from outside sources, and shall exit the establishment with an open container of an

Settlement Agreement between [Name of Business] and ANC6A

alcoholic beverage.

- d. Applicant will not provide or sell alcoholic beverages “to go” except as authorized by DC law.
  - e. Applicant agrees not to promote or participate in bar or pub “crawls” or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
  - f. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
  - g. Applicant, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
  - h. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
    - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
    - ii. It is illegal to sell alcohol to anyone under age 21;
    - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
    - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
    - v. The establishment requests that customers do not contribute to panhandlers.
  - i. Applicant shall make every effort to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
    - i. Calling appropriate emergency services if illegal activity is observed;
    - ii. Keeping a written record of dates and times (a “call log”) when emergency services are called for assistance; and
    - iii. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment that could lead to an ABRA investigation. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
  - j. Upon request of the Board, Applicant’s call log and incident log shall be provided to the Board.
2. **Cooperation with ANC 6A.** Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this agreement.
3. **Modifications.** This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code§ 25-446 or as required by District law.
4. **Miscellaneous.**
- a. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
  - b. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
  - c. Applicant is encouraged to participate in a Business Improvement District if one exists.
  - d. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.
5. **Enforcement.**
- a. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have

ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.

- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 7(a) of this agreement, it is understood by all parties that the ANC 6A and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
- c. This Settlement Agreement is binding on the applicant and its successors and will continue in force for any and all subsequent license holders at this location.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Applicant:**

By: Douglas E Yeuell Date: Jun 21, 2022

Signature:   
Douglas E Yeuell (Jun 21, 2022 18:14 EDT)

**Advisory Neighborhood Commission 6A Representative:**

By: Virgil Ian Stanford Date: Jun 21, 2022

Signature:   
Virgil Ian Stanford (Jun 21, 2022 18:13 EDT)

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

**In the Matter of:**

Spotlight Productions, LLC  
t/a Spotlight Café

Application for a  
New Retailer's Class CX License  
at premises  
1333 H Street, N.E  
Washington, D.C. 20002

)  
)  
)  
)  
) License No. 77163  
) Case No. 61245-07/110P  
) Order No. 2007-118  
)  
)  
)  
)

Paul L. Pascal, Esquire, on behalf of the Applicant, Spotlight Productions, LLC.

Claude Labbe, Inez Fields, Robert Pittman, Dennis Crayon, Lisa Greene and Helen  
Wooden-Wood, Protestants

**BEFORE:** Peter B. Feather, Acting Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Albert G. Lauber, Member  
Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTESTS**

The Application filed by Spotlight Productions, LLC, t/a Spotlight Café, for a new Retailer's Class CX license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on September 19, 2007, in accordance with D.C. Official Code § 25-601 (2001). Timely letters of opposition were filed by Claude Labbe, Inez Fields, Robert Pittman, Dennis Crayon, Lisa Greene and Helen Wooden-Wood, (collectively, the Protestants).

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing, properly executed, and filed with the Board. Pursuant to the Agreement, dated October 2, 2007, the Protestants have agreed to withdraw the protests, provided, however, the Board's approval of the pending application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

**Spotlight Productions, LLC.**  
**t/a Spotlight Café**  
**License No. 77163**  
**Case No. 61135-07/110P**  
**Page Two**

The Board's official records also reflect that the Applicant and Joseph Fengler, Chairperson on behalf of the Advisory Neighborhood Commission 6A have entered into a separate Agreement dated September 27, 2007 that has also been reduced to writing and properly executed and filed with the Board. The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.


Accordingly, it is this 31st day of October 2007, **ORDERED** that:

1. The protests of Claude Labbe, Inez Fields, Robert Pittman, Dennis Crayon, Lisa Greene and Helen Wooden-Wood, are **WITHDRAWN**;
2. The Application of Spotlight Productions, LLC, t/a Spotlight Café, 1333 H Street N.E., Washington, D.C., for a new Retailer's Class CX license is **GRANTED**;
3. The above-referenced Agreements are **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants, the ANC and the Applicant.

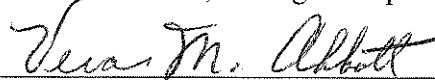


Spotlight Productions, LLC.  
t/a Spotlight Café  
License No. 77163  
Case No. 61135-07/110P  
Page Three

District of Columbia  
Alcoholic Beverage Control Board



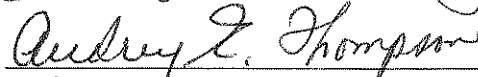
Peter B. Feather, Acting Chairperson



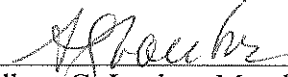
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Albert G. Lauber, Member



Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Made this 27 day of September, 2007 by and between

**Spotlight Productions, LLC**  
1333 H Street, NE (Atlas Theater)  
Washington, DC 20002

and

Advisory Neighborhood Commission 6A

**Preamble**

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that a Cooperative Agreement shall be presented to all liquor license applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of establishments serving liquor within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

**Witnesseth**

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class C-Multipurpose Liquor License at the subject premises (Atlas Theater);

**The Parties Agree As Follows:**

1. Business Operations and Practices:

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron bring alcohol into the establishment from outside sources and/or exits the establishment with alcoholic beverages.
- d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
- f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
  - i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
  - ii. Prohibition against selling alcohol to minors.
- h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
  - i. Calling the Metropolitan Police Department if illegal activity is observed,
  - ii. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.
  - iii. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.

5. Cooperation with ANC 6A. Applicant agrees to work with the Single-Member District ANC Commissioner within whose boundaries the establishment is located, Commissioners from adjoining SMD's and/or the ABL Committee Chair on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement.

6. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

8. Enforcement:

- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by

all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.

c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Applicant:** Spotlight LLC

By: [Signature] - managing member 9/20/07 Date:

Signature: \_\_\_\_\_

**Advisory Neighborhood Council 6A Representative:**

By: Chair 9/27/07 Date:

Signature: [Signature]

**ABC Board-Licensed Manager:**

By: [Signature] - managing member 9/20/07 Date:

Signature: \_\_\_\_\_

**Cooperative Agreement**

**for a**

**Class CX (Multi-Purpose License)**

**Parties:**

**Spotlight Productions, LLC.**  
**Jonathan Willen**

**and**

**The Protestants**

**Presented to**

**The Alcoholic Beverage Control Board**

**Licensee: Spotlight Productions, LLC**

This Cooperative Agreement ("CA") is designed to reflect the issues raised by residents and Protestants within 600 feet of where Spotlight Productions will conduct its activities. (hereinafter "Spotlight" and "The Atlas").

- Whereas, this cooperative agreement is meant to be a constructive document designed to provide clear understanding of expectations of the Licensee and the Protestant;
- Whereas, the cooperative agreement will serve as a basis to improve the quality of life of both the licensee and the resident;
- Whereas, the cooperative agreement will be the basis for the development of communications and improved working relationships amongst all in the community which the licensee may serve;
- Whereas, the cooperative agreement establishes a set of clauses outlined to supplement what the licensee has already agreed to do simply by being granted the privilege to have an ABC license;
- Whereas, the cooperative agreement is also designed to guide residential members in dealings with the licensee who will possess an ABC license. The relationship between residents and commercial establishments is intrinsic to the economic viability of the whole community. There must be a relationship of trust and understanding that transcends a certain financial transaction. It must also be accepted by both that in order for the cooperative agreement to be effective it will take more than just signing this document. Both the licensee and Protestants have to uphold their respective ends of this cooperative agreement and must take an active part in fulfilling its commitment to ensuring that the cooperative agreement is effective;
- Therefore, we agree as Protestants and accept that the licensee in this particular instance is separate from the establishment in which the licensee will operate. The Licensee and the Protestants will adhere to the following conditions as set forth.

Made this 2<sup>nd</sup> day of October 2007, by and between Jonathan Willen (Spotlight Productions, Managing Member) and Claude Labbe, Lisa Greene, Dennis Crayon, Helen Wooden-Wood, Robert Pittman and Inez Fields (Protestants). The protestants recognize that Spotlight has applied for a Class CX license from the Alcoholic Beverage Control Board (ABC), having met the necessary requirements set under the Alcoholic Beverage Regulation Administration (ABRA). As residents and Protestants, we are concerned about the impact on Peace, Order and Quiet, demand for police, EMS and fire services, public intoxication, rowdiness, illegal parking, and the economic impact of such businesses where we live.

We and most neighbors recognize that this application is unique and while we appreciate the stated intended purposes of the license (of which we support), we are concerned with the vast expansive nature of the license. After consultation with our neighbors and discussions with the Applicant and the supplemental agreement forwarded to the Atlas, the parties agree as follows:

## **A. Operations**

### **1.0 Sound Management**

- a) The licensee will announce<sup>1</sup> periodically<sup>2</sup> during open hours, that “when leaving to remember that they are in a residential community” statement.

### **1.1 Operations and Hours Management**

- a) The licensee agrees to limit the sale of alcohol to the following hours:

Sunday	11:00AM – 2:00AM
Monday – Thursday	11:00AM – 2:00AM
Friday – Saturday	11:00AM – 2:00AM
New Year’s Eve	- 3:00AM

## **B. Health**

### **1.0 Sanitation**

- a) The licensee agrees that the kitchen or food preparation area is always clean and sanitized.
- b) The licensee agrees that while a CX license will be granted, the Protestants want an emphasis on serving quality food items.

## **C. Administrative**


### **1.0 Administrative**

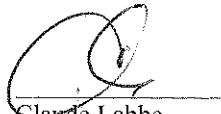
- a) Spotlight agrees that the ABC license acquired will be used as stated in the ABC License application.
- b) Spotlight agrees that events and venues (that are not Theater based) that request alcohol sales during their events will be strictly monitored and that such events will end by midnight.
- c) The Licensee agrees to meet at the requests of the Protestants, up to twice a year to address community concerns including parking issues.<sup>3</sup>
- d) The licensee will post signs that remind staff and patrons to be mindful of neighbors **(Residential Zone)**.
- e) The Licensee agrees to respond to Protestants regular concerns, within ten (10) business days upon written notification from Protestants.
- f) Communication between the Protestants and the licensee shall be via email or U.S. Mail.
- g) The Licensee agrees to amend the Business and Premise sheet and the application to reflect the proper distances from public schools, churches, etc.
- h) The Protestants and the Applicant agree to enter into this community relationship on good faith and trust of each other.


- i) The Atlas and Licensee acknowledge that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this CA.

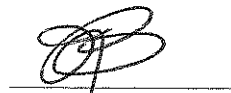
All parties have read understood and signed this document and therefore agree that the Protestants hereby withdraw its protest of Spotlight Productions application for a Class CX license. The Protestants have signed this document in conjunction with as supplemental document signed by the Atlas Performing Arts Center. The Protestants agree to inform the neighborhood of this cooperative agreement and agree to enlist community support on the terms and conditions as set forth. This Cooperative Agreement shall be executed in 3 (Three) counterparts<sup>4</sup> each of which shall constitute an original.

Parties to this action are:

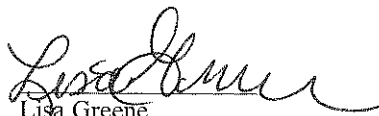
  
Jonathan Willem  
Spotlight Productions, LLC  
Managing Member

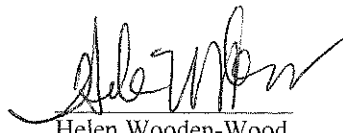
  
Claude Labbe  
Protestant

  
Inez Fields  
Protestant

  
Robert Pittman  
Protestant

  
Dennis Crayon  
Protestant

  
Lisa Greene  
Protestant

  
Helen Wooden-Wood  
Protestant

#### Definitions

<sup>1</sup> Announce may mean written or verbal notification

<sup>2</sup> "Periodically" means that the establishment will announce to patrons at least several times in the evening that they are in a residential neighborhood and that they need to be careful with attitudes and voice levels when they exit the establishment. How the establishment chooses to apply the announcements is the responsibility of the establishment.

<sup>3</sup> If there is a recurring problem then the licensee agrees to meet on those issues as many times as necessary to remediate the immediate issue.

<sup>4</sup> Three originals shall be executed, one for the ABC Board and ABRA, one for the Protestants and licensee. Upon approval of the CA from the ABC board all parties will receive a signed copy from ABRA.