

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

In the Matter of:

Foxtrot Retail D.C., LLC
t/a Foxtrot

Applicant for a New
Retailer's Class CR License

at premises
1341 14th Street, NW
Washington, D.C. 20005

Case No.: 22-PRO-00044
License No.: ABRA-120198
Order No.: 2022-604

Foxtrot Retail D.C., LLC, t/a Foxtrot, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Sherene Joseph, Chairperson, Advisory Neighborhood Commission (ANC) 2F, 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 ANC 2F'S PROTEST**

The Application filed by Foxtrot Retail D.C., LLC, t/a Foxtrot (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 June 21, 2022, and a Protest Status Hearing on July 20, 2022.

The official records of the Board reflect that the Applicant and ANC 2F entered into a Settlement Agreement (Agreement), dated July 12, 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 Chairperson Sherene Joseph, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 10th day of August 2022, **ORDERED** that:

1. The Application filed by Foxtrot Retail D.C., LLC, t/a Foxtrot, for a new Retailer's Class CR License, located at 1341 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a43c3d3519d179e4b7300941d1e9ff

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547a0708120d5a8111032e21049e1

James Short, Member

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 12569e91845e1f6e4016155e5c12f91cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 621728317d509447491b56f9c2e41859

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0049ec14adeb52541ce5

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 12th day of July, 2022, by and between Foxtrot Retail D.C., LLC t/a Foxtrot (“Applicant”) and Advisory Neighborhood Commission 2F (“ANC 2F”).

RECITALS

(a) Applicant has applied for a Retailer Class CR License and B Full-Service Grocery Store License, ABRA #120197 and ABRA #120198 (the “Licenses”) for a business establishment (“Establishment”) located at 1341 14th Street NW, Washington, D.C. (the “Premises”);

(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;

(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 and full-service grocery store. 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 of operation shall not exceed the following:
 - i. Sunday – Saturday: 7:00am to 12:00am
 - b. Hours of Sales/Service/Consumption shall not exceed:
 - i. Sunday – Saturday: 8:00am to 12:00am
4. Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license.
 - a. The hours of operation shall not exceed the following:
 - i. Sunday – Saturday: 7:00am to 12:00am
 - b. The hours of sales/service/consumption shall not exceed:
 - i. Sunday – Saturday: 8:00am to 12:00am
 - c. Applicant will inspect the summer garden regularly for compliance.
 - d. Applicant agrees that no speakers shall be installed in the unenclosed patio area. Speakers shall only be on the interior and in the enclosed patio area.
 - e. Applicant agrees to place speakers in the enclosed area facing inwards to mitigate noise.
 - f. No amplified music will be played in the in enclosed patio area when the windows are open.
 - g. Exceptions to the interior and exterior hours shall be granted for 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).

- h. Nothing in this Agreement shall prohibit the Applicant from applying for a one-day substantial change application.
5. Noise. Applicant shall comply with the D.C. Noise Control Act and shall adhere to D.C. 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.
 6. Public Space and Trash. Applicant shall take reasonable measures to 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 monitor these areas daily for refuse and other materials.
 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 take reasonable measures to keep the containers closed and sealed at all times when waste is not being disposed. 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. Contact information. 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.
 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.
 14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.

15. 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.
16. 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: Foxtrot Retail DC LLC
 1341 14th Street, NW
 Washington, DC 20005

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: 
 Sherene Joseph, Chair

APPLICANT
 By: 
 Name: Foxtrot Retail D.C., LLC t/a Foxtrot

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

In the Matter of:)	
)	
MG Liquors, Inc.)	
t/a Barrel House Liquors)	
)	
Application for Renewal of a)	Case No. 15-PRO-00039
Retailer's Class A License)	License No. ABRA-023984
)	Order No. 2015-323
at premises)	
1341 14th Street, N.W.)	
Washington, D.C. 20005)	

MG Liquors, Inc., t/a Barrel House Liquors (Applicant)

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

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 2F**

The Application filed by MG Liquors, Inc., t/a Barrel House Liquors, for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 1, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated June 3, 2015, setting forth the terms and conditions that govern 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 John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 1st day of July, 2015, **ORDERED** that:

1. The Application filed by MG Liquors, Inc., t/a Barrel House Liquors, for renewal of its Retailer's Class A License, located at 1341 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F 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 9 (Binding Agreement) – The following sentence shall be modified to read as follows: “This Agreement shall be binding upon and enforceable against the successors of the Applicant.”

Section 11 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “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 shall constitute a cause for the Protestants 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.”

The parties have agreed to these modifications.

4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements and Amendment to Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 2F.

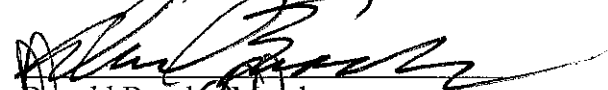
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Albert, Member



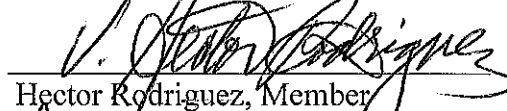
Donald Brooks, Member



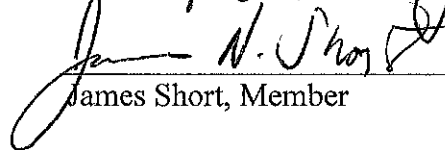
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 TO VOLUNTARY AGREEMENT

This Amendment to Voluntary/Settlement Agreement ("Amendment") is made this 3rd day of June, 2015 between MG Liquors Inc., t/a Barrel House Liquors ("Applicant"), and Advisory Neighborhood Commission 2F ("ANC 2F").

WITNESSETH

WHEREAS Applicant, holder of a Retailer's Class A License No. ABRA-023984, seeks a renewal of his license for operations at 1341 14th Street, NW (the "Establishment");

WHEREAS, ANC 2F determined it is in the best interests of the community to revise and clarify the entirety of the voluntary agreement originally dated June 12, 2001 and subsequently amended as detailed herein;

WHEREAS, ANC 2F at its regularly scheduled and duly noticed monthly meeting of June 3, 2015, with a quorum present and operating throughout, voted unanimously to advise that the Alcoholic Beverage Control (ABC) Board approve the terms of this Amendment agreement;

And WHEREAS, Applicant has agreed to enter into this Amendment agreement with ANC 2F and to request further that the ABC Board approve Applicant's request for renewal conditioned upon Applicant's compliance with the terms of this Amendment;

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Superseding Voluntary Agreement dated June 12, 2001, and subsequent amendments. The parties agree that the terms of this Amendment constitute the entirety of the covenants between the parties and supersede any prior Settlement Agreement and subsequent amendments thereto. Applicant agrees to adhere to the terms of this Amendment in the operation of its business.
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 9 a.m. to 12 a.m. (midnight), Monday through Sunday (seven days a week).
4. 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 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 recyclable materials 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.

5. 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.
6. 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.
7. 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.
8. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the ABC Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
10. 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.
11. 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 shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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.

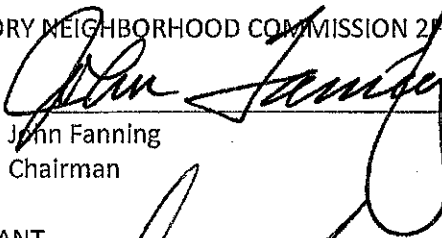
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MG Liquors Inc.
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If to the ANC: Advisory Neighborhood Commission 2F
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Washington, DC 20005
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ADVISORY NEIGHBORHOOD COMMISSION 2F

By:



John Fanning
Chairman

APPLICANT

By:



Mesfun Ghebrelul
MG Liquors Inc.