

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

**In the Matter of:**

Kenzo, LLC

Applicant for a New  
Retailer's Class CR License

at premises  
1400-1404 Wisconsin Avenue, NW  
Washington, D.C. 20007

Case No.: 18-PRO-00020  
License No.: ABRA-108987  
Order No.: 2018-446

Kenzo, LLC (Applicant)

Joe Gibbons, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Paula H. Moore, President, Citizens Association of Georgetown (CAG)

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by Kenzo, LLC (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 April 30, 2018, and a Protest Status Hearing on May 23, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated July 2, 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; Chairperson Joe Gibbons, on behalf of ANC 2E; and Paula H. Moore, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 18th day of July, 2018, **ORDERED** that:

1. The Application filed by Kenzo, LLC, for a new Retailer's Class CR License, located at 1400-1404 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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 modification:

Subsection 9(c) (Notice and Opportunity to Cure) – The language “for seeking a Show Cause Order from the ABRA Board” shall be replaced with “for filing a complaint with the ABC Board.”

The parties have agreed to this modification.

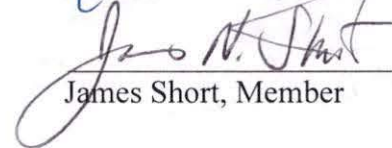
4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

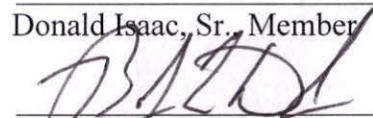
District of Columbia  
Alcoholic Beverage Control Board

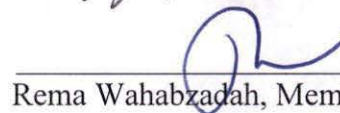
  
Donovan Anderson, Chairperson

  
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 14<sup>th</sup> 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 agreement is made as of the 2<sup>nd</sup> day of July, 2018 by and between:

Kenzo, LLC (the Applicant), (ABRA# - 08987)  
1400-1404 Wisconsin Avenue, N.W.,

The Citizens Association of Georgetown  
(CAG), and

Advisory Neighborhood Commission 2E (ANC)

### Agreement

Whereas, Applicant's Establishment is located in ANC 2E; and,

Whereas, Applicant, ANC and CAG (hereinafter collectively referred to as the "Parties") desire to enter into an agreement governing certain requirements and understandings regarding the issuance by the Alcoholic Beverage Regulation Administration (ABRA) of a Retailer's Class "C" Restaurant License at the subject Establishment; and,

Whereas, the Parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community. The Parties recognize the importance of maintaining commercial districts adjacent to residential districts that are safe, clean, orderly, and pedestrian and community friendly.

### Definitions

**Applicant** is the company that applies to hold an ABRA license in Georgetown, and is the entity responsible for complying with the terms of this Agreement.

**Establishment** is the Applicant's place of business for which an ABRA license has been applied.

**Promoter** is an individual who is not on Applicant's payroll, or a business entity that is not controlled by Applicant or Applicant's principals or employees.

**Sidewalk Cafe** is the public space adjacent to the Establishment for which a public space permit is required for occupancy.

### The Parties Agree As Follows:

1. Requirements for promoters. Applicant will not allow any Promoter to operate in the Establishment for drinking or entertainment oriented activities.

2. Requirements for noise:

- a. Live entertainment shall not be permitted. Applicant shall strictly comply with D.C. Official Code § 25-725.
  - b. There shall be no dumping of bottles outside the Establishment between the hours of 10:00 p.m. and 7:00 a.m.
3. Requirement for closing time. Notwithstanding the provisions of any license issued to Applicant by ABRA, Applicant agrees to close the Establishment by midnight on all days; provided, however, that the Establishment will be permitted to remain open to 1:00 a.m. on Fridays and Saturdays to host wedding receptions, birthday parties, bar mitzvah celebrations and other non-public special events.

4. Sidewalk Cafe and Private Outdoor Space:

- a. There shall be no amplified speakers on the Sidewalk Cafe.
  - b. The Sidewalk Cafe shall close each day of the week no later than 11:00 p.m. Sunday through Thursday and 12:00 a.m. on Friday and Saturday nights.
  - c. Applicant will not allow any noise to be generated in the Sidewalk Cafe that can be heard inside a residence.
  - d. The Sidewalk Café shall not have any standees, only seating per the Certificate of Occupancy.
5. Public Space Cleanliness and Maintenance. Applicant will take reasonable steps to maintain the public space (minimally including the sidewalk up to and including the gutter adjacent to the subject Establishment, and the alleyway behind the subject Establishment) adjacent to the Establishment in a clean and litter-free condition by:

- a. Maintaining regular trash removal service.
- b. Maintaining a covered dumpster or other supercans to be placed inside or in the rear of the building. Applicant shall take reasonable measures to ensure that the surrounding area is kept clean at all times and the dumpster or supercans are placed such that they do not

encroach on the abutting property owners and so that no garbage is placed on the abutting property.

- c. Applicant shall take reasonable measures to ensure that trash, garbage and cooking oil is properly covered and maintained to prevent both spilling and infiltration from vermin.
  - d. Trash pickup shall not occur between the hours of 10:00 p.m. and 6:00 a.m.
  - e. Picking up the trash, including beverage bottles and cans, and all other trash on the sidewalk and in the gutter a minimum of twice daily (immediately before and after business hours),
  - f. Directing that its employees to routinely inspect the Sidewalk Cafe to ensure its cleanliness.
  - g. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including having professional extermination services under a preventative contract.
6. Parking/Valet Arrangements. Any valet service offered by the Applicant, either directly or under contract to a third party, shall only park cars in off-street private parking and not in public spaces.
7. Delivery Hours:
- a. Applicant will not receive deliveries to the Establishment between the hours of 10:00 p.m. and 6:00 a.m.
  - b. Applicant will instruct vendors not to park in a rush hour restricted space on Wisconsin Avenue during rush hour restricted hours.
8. Participation in the Community. Applicant agrees to maintain open communication with the ANC and CAG and the Georgetown community to address issues that may arise under this Settlement Agreement.
9. Notice and Opportunity to Cure.

- a. In the event that Applicant breaches this Agreement, Applicant shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to either of the other Parties taking action to enforce this Agreement.
- b. 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 15 calendar days of the date of such notice.
- c. If Applicant or the licensee fails to cure within the 15-day period (or, with respect to a breach which reasonably requires more than 15 days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute a cause for seeking a Show Cause Order from the ABRA Board pursuant to D.C. Official Code § 25-447.
- d. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and delivered electronically to the other Parties to this Agreement at the email addresses listed on the signature lines set forth below.
- e. Notice shall be deemed given as of the time of transmission to the designated email address.
- f. Failure to give notice shall not constitute waiver or acquiescence to the breach, but notice shall be a prerequisite to the filing of a complaint with the ABRA Board or any other enforcement action.
- g. Notwithstanding the above, any Party may seek immediate enforcement with an ABRA inspector without prior notice for a breach of the noise provisions of this Agreement.
- h. This Agreement is binding on the Applicant and its assigns.

Kenzo, LLC

Hamza Hadani

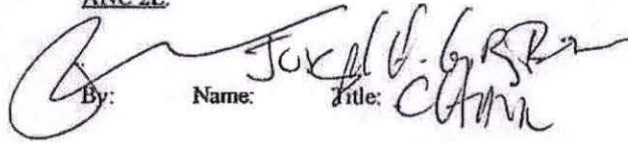
By: Name: Title: \_

Date: 7/4/2018

Notices to Applicant shall be directed to:

Name: Address: Phone:  
Email: \_

ANC 2E:

By:  Name: Title: Chairman

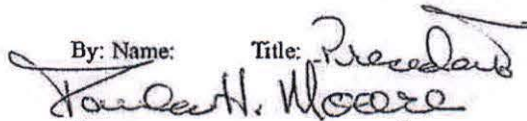
Date: 2018

Notices to ANC 2E shall be directed to:

Name: Address: Phone:  
Email: \_

[Signatures Continue On Following Page]

CITIZENS ASSOCIATION OF GEORGETOWN:

By: Name: Title: President  
 Name: Joseph H. Moore  
Date: 7-2-2018





CITIZENS ASSOCIATION OF GEORGETOWN:

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notices to CAG shall be directed to:

Name: Citizens Association of Georgetown  
Address: 1365 Wisconsin Avenue, Suite 200  
Phone: (202) 337-7313  
Email: cagmail@cagtown.org