

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

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In the Matter of:)	
)	
All About Burger Georgetown, LLC)	
t/a All About Burger Cafe)	
)	Case No.: 23-PRO-00070
Applicant for a New)	License No.: ABRA-125094
Retailer's Class DR License)	Order No.: 2023-420
)	
at premises)	
1424 Wisconsin Avenue, NW)	
Washington, D.C. 20007)	
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All About Burger Georgetown, LLC, t/a All About Burger Cafe, Applicant

Stephen J. O'Brien, Counsel, on behalf of the Applicant

Paul Maysak, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida, President, Citizens Association of Georgetown (CAG)

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

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

The Application filed by All About Burger Georgetown, LLC, t/a All About Burger Cafe (Applicant), for a new Retailer's Class DR License, was protested by ANC 2E.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated July 27, 2023, 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; Commissioner Paul Maysak, on behalf of ANC 2E; and Tara Sakraida, on behalf of CAG; are signatories to the Agreement.

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

Accordingly, it is this 9th day of August 2023, **ORDERED** that:

1. The Application filed by All About Burger Georgetown, LLC, t/a All About Burger Cafe, for a new Retailer's Class DR License, located at 1424 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 6c432b9b2c45f0e46720093d1ccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae372822066ae8d1b332d62d47cc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca0fba146d7f4b73bd7917d2ba

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821720d1756e447431b3c9c2a4182e

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5077bda7f9f0040ec14adeb52541ce5

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 and Cannabis 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
BETWEEN MAMAN GEORGETOWN LLC, ADVISORY NEIGHBORHOOD COMMISSION 2E,
AND THE CITIZENS ASSOCIATION OF GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this _____ day of JULY, 2023 by and between ALL ABOUT BURGER GEORGETOWN LLC ("Applicant") and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a Class "D" Restaurant License ("License") for the premises located at 1424 Wisconsin Avenue, NW ("Premises");

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet;

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. Occupancy. The establishment's total occupancy load is 37, which is inclusive of the 30 seats in the interior.

3. Noise & Sound Mitigation Techniques.

No music played inside the Premises nor noise emanating from the Premises shall be audible outside of the Premises on Wisconsin Avenue, NW, at any time except while doorways are open to provide ingress or egress to and from the interior of the Premises. Doors that provide access to the interior of the Premises shall be kept closed except when persons are in the act of entering or exiting the interior of the Premises.

4. License Endorsements. The application does not provide for Entertainment, Cover Charge, or Dancing Endorsements and no such endorsements will issue as a result of the application as filed.

5. Patrons and Security.

Applicant shall take reasonable and immediate action to prevent its patrons from causing unreasonable noise, disturbances, loitering, or engaging in illegal activity in the area immediately outside of the Premises.

6. Trash & Public Space.

- A. Trash pickup will occur one time per day, seven days a week except on federal holidays and/or when trucks cannot access the premises because of inclement weather;
- B. Trash pickup shall not occur between the hours of 10:00 pm and 7:00 am; and
- C. The public space adjacent to and in front of the premises is to be kept tidy at all times, and litter is to be removed by the Applicant's staff regularly.

7. Cleaning and Vermin Control Measures.

- A. Applicant will maintain a contract with a professional, licensed cleaning company to provide for routine cleaning of the Premises to maintain cleanliness; and

B. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the Premises as needed to control pests.

8. Deliveries. Deliveries shall not be earlier than 7:00 am nor later than 7:00 pm.

9. Point of Contact. At all times, at least one member of Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighboring residents. This Point Person shall understand the terms of this Agreement; be empowered to at all times enforce the terms set forth herein; and will contact Applicant's owners as the situation necessitates.

10. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors and assigns of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Control Board, agree to withdraw their Protests of the application for the transfer of the License at the Premises.


[signatures on the following page]

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

ADVISORY NEIGHBORHOOD COMMISSION 2E

By:  Date: 7/13/23
Paul Maysak, ANC 2E03

THE CITIZENS ASSOCIATION OF GEORGETOWN

By:  Date: July 27, 2023
Tara Sakraida Parker, President

ALL ABOUT BURGER GEORGETOWN LLC

By: _____ Date: _____
MOHAMMAD ESFAHANI, MANAGING MEMBER

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Paul Maysak, ANC 2E03

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Tara Sakraida Parker, President

ALL ABOUT BURGER GEORGETOWN LLC

By:  _____ Date: **7/6/23**
MOHAMMAD ESFAHANI, MANAGING MEMBER