

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

In the Matter of:)
)
Thaiverse DC, LLC)
t/a Thaiverse DC)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1610 20th Street, NW)
Washington, D.C. 20009)
_____)

License No.: ABRA-121690
Order No.: 2022-633

Thaiverse DC, LLC, t/a Thaiverse DC, Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Thaiverse DC, LLC, t/a Thaiverse DC (Applicant), Applicant for a new Retailer’s Class CR License and ANC 2B have entered into a Settlement Agreement (Agreement), dated July 14, 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 ANC 2B, are signatories to the Agreement. The Applicant and Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 31st day of August 2022, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a5332d9901550e4b720881d1c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 343a370720e5a1b11000a4294ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca1be146d74b75bd7917920d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 8f66e61845e1f5e4316155e5c1261e6

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: e2172931f0508447491b58e2a418e5

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0040ec144deb62541ce5

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 14th day of July 2022 by and between Thaiverse DC LLC t/a Thaiverse DC ("Applicant") and Advisory Neighborhood Commission 2B ("ANC"), (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC License (ABRA-121690) with Sidewalk Cafe, Entertainment, and Alcohol Carryout & Delivery Endorsements ("License") for a business establishment, Thaiverse DC, ("Establishment") located at 1610 20th Street, NW ("Premises").

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

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to mitigate concerns related to the potential impact of the operation of the Establishment on the surrounding community and to eliminate the need for a Protest Hearing regarding the pending application.

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's Class "C" Restaurant with Sidewalk Cafe, Entertainment, and Alcohol Carryout & Delivery Endorsements.

3. Interior Hours

A. **Interior Hours of Operation of Operation and Sales, Service, and Consumption of Alcoholic Beverages.** Applicant's interior Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

- Sunday through Thursday: 10:00am - 2:00am; and
- Friday & Saturday: 10:00am -3:00am.

B. **Interior Hours of Entertainment.** Applicant's Interior Hours of Entertainment shall not exceed:

- Sunday through Thursday: 11:00am - 12:00am; and
- Friday & Saturday: 11:00am -3:00am.

C. Provided that:

- i. On days designated by the DC ABC Board as "Holiday Extension of Hours" Applicant may avail itself of the extended hours so provided;

ii. In the event the Council of the District of Columbia or the ABC Board grants Applicants in general extended operating and service hours (such as for Inauguration or World Cup) Applicant may avail itself of such extended hours for operation; sales and service of alcoholic beverages; and Entertainment; and

iii. On January 1 of each year Applicant may operate; sell and serve alcoholic beverages until 4:00am on the interior Premises. Parties have no objection to Applicant applying for a One Day Substantial Change to offer Entertainment until 3:00am on New Year's Eve; and

4. Alcoholic Beverage Carryout & Delivery Endorsement Hours shall be 10:00am to 1:00am daily.

5. Floors Utilized and Occupancy. The maximum occupancy of the interior premises shall not exceed 225 patrons. The Sidewalk Café seating and occupancy shall be no more than 20 (i.e. there will be no standing patrons who have been served).

6. Sidewalk Café.

A. Applicant may have sidewalk café seating for 20 patrons and may serve alcoholic beverages to seated patrons in the sidewalk café premises. No amplified music will be played on the sidewalk café.

B. Sidewalk Cafe Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

- Sunday through Thursday: 10:00am - 2:00am; and
- Friday & Saturday: 10:00am -3:00am.

7. Prohibited Practices. Applicant shall not knowingly allow its Premises to be used as part of an organized pub crawl or any organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise. No third-party promoters will conduct business on the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

8. Noise and Privacy. Applicant will comply with D.C. Official Code § 25-725 and to that end shall take reasonable actions necessary to ensure that music, noise and vibration from the Establishment are not audible within nearby residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

9. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall use

commercially reasonable efforts to ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

10. Rats and Vermin Control. Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the front and back of the Premises properly cleaned at the end of each night to ensure that there is no garbage or odors present.

11. License Ownership and Compliance with ABRA Regulations. Applicant promises to ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to ABC Applicants (including this Settlement Agreement) and agrees that ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.

12. 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 Applicant 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 seeking a Show Cause. Order from 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: Thaiverse DC LLC t/a Thaiverse DC
1610 20th Street, NW
Washington, DC 20009
Attn: James Cameron
Phone: (703) 628-3568
Email: james@thaiverse.com

If to ANC: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Executive Director
Email: 2B@anc.dc.gov

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.

13. No Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, ANC shall refrain from filing a protest of Applicant's pending ABC license application or, if ANC has already filed a protest of Applicant's pending ABC license application, ANC shall withdraw said protest.

[signatures on the following page]

ANC:

Advisory Neighborhood Commission 2B

By: Meg Roggensack
Meg Roggensack, Chair

Date: August 9, 2022

APPLICANT:

Thalverse DC LLC

By: Drunpop Mek-arunkamol
Drunpop Mek-Arunkamol, Managing Member

Date: Jul 14th 2022