

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

In the Matter of:	)	
	)	
Team Columbia LLC	)	
t/a Easy Tiger Tavern	)	
Applicant for a New	)	Case No.: 23-PRO-00100
Retailer's Class CR License	)	License No.: ABRA-126251
	)	Order No.: 2024-028
at premises	)	
1817 Irving Street, NW	)	
Washington, D.C. 20009	)	

Team Columbia LLC, t/a Easy Tiger Tavern, Applicant

Denis James, President, Kalorama Citizens Associations (KCA), Protestant

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member

---

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF KCA'S PROTEST**

---

The Application filed by Team Columbia LLC, t/a Easy Tiger Tavern (Applicant), for a New Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on December 26, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and KCA have entered into a Settlement Agreement (Agreement), dated January 16, 2024, 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 Denis James, on behalf of KCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by KCA.

Accordingly, it is this 24th day of January 2024, **ORDERED** that:

1. The Application filed by Team Columbia LLC, t/a Easy Tiger Tavern, for a New Retailer's Class CR License, located at 1817 Irving Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of KCA in this matter is hereby **WITHDRAWN**;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 [SeamlessDocx.com](http://SeamlessDocx.com)  
*Donovan Anderson*  
Key: ac432b99b59d5f0e4d730693d1dccc8

---

Donovan Anderson, Chairperson

eSigned via [SeamlessDocx.com](http://SeamlessDocx.com)  
*James Short*  
Key: 547ae373822de6ac8e1b332d22948e

---

James Short, Member



---

Silas Grant, Jr., 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 Concerning New CR License For the Sale of Alcoholic Beverages**

This Settlement Agreement (“Agreement”) made on this \_ day of January, 2024, by and between Team Columbia LLC, t/a Easy Tiger Tavern (“Applicant”) and Kalorama Citizens Association (“KCA”) (collectively, the “Parties”).

### WITNESSETH

WHEREAS, the Applicant has applied for a Class “C” Restaurant license, number ABRA-12625; to be locate at 1817 Columbia Road, NW, and

WHEREAS, the Applicant is encouraged to work regularly with KCA and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment on peace, order, and quiet; and

WHEREAS, the parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Board approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and 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. **Nature of the Business.** Applicant will operate a Class C Restaurant as defined by DC Code 25-101(43).
2. **Noise and Privacy.** Licensee acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:
  - a) Preventing emissions of sound in accordance with D.C. Official Code section 25-725, the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
  - b) The doors and windows of the premises will be closed no later than 11:00 pm Sunday – Thursday and 12:00 midnight Friday and Saturday.
  - c) Licensee agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
3. **Occupancy.** Interior and Sidewalk Café capacity will not exceed the seating capacity as specified in the Certificate of Occupancy: 75 seats. Sidewalk/Summer Garden: 9 seats.

#### **4. Trash and Rodents.**

- a) Licensee shall maintain regular trash/garbage removal services, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Licensee shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that

dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Licensee will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

- b) Licensee agrees to segregate and recycle bottles and glass reuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 pm and 8:00 am.
- c) Licensee agrees not to place or cause to be placed any fliers, handbills, or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
- d) Licensee will provide for the proper removal of grease and fatty oils from the establishment will not deposit grease or fatty oils in the trash dumpsters.

#### **5. Exterior including public space**

- a) Licensee shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.
- b) Licensee shall make every reasonable effort to present or disperse sources of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing and to cause patrons to leave those areas quietly at closing.

#### **6. Third Party Events.**

Licensee agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the events.

#### **7. Bar Pub Crawls.**

Licensee agrees not to promote or participate in bar or pub "crawls," subject to 23 DCMR 712.27.

#### **8. Consideration of Neighbors.**

Licensee will encourage employees and patrons to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm to 7:00 am.

**9. Modification.** This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

#### **10. Intent**

It is not the intent of the KCA that the Licensee party to said agreement be double-charged for any infraction that arises from enforcement of this agreement.

**11. Binding Effect.** This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

**12. Mutual Cooperation.**

The parties agree to share contact information to enable open lines of communication to help resolve issues that may arise. Communications of this nature may sent to the following addresses:

If to Kalorama Citizens Association: Denis James denisjames@verizon.net 202 705-7411  
If to Applicant: Brian Hillery brian@exilesbar.com

**13. Modification**

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law.

**14. Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the Board, KCA's Protest shall be considered withdrawn.

For Team Columbia, t/a Easy Tiger Tavern

For Kalorama Citizens Association



\_\_\_\_\_  
Brian Hillery Date

\_\_\_\_\_  
Denis James, President

1-16-2024  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Title