

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

In the Matter of:)
)
FD, LLC)
t/a Unity)
)
Application for Renewal of a)
Retailer’s Class CT License)
)
at premises)
1936 9th Street, NW)
Washington, D.C. 20001)
)

Case No.: 20-PRO-00022
License No.: ABRA-109064
Order No.: 2021-076

FD, LLC, t/a Unity, Applicant

Allan Ebert, Counsel, on behalf of the Applicant

Evan Schlom, on behalf of A Group of Eight Individuals

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF A GROUP OF EIGHT INDIVIDUALS’ PROTEST**

The Application filed by FD, LLC, t/a Unity (Applicant), for Renewal of its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 28, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and the Group of Eight Individuals have entered into a Settlement

Agreement (Agreement), dated February 3, 2021, 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 and Evan Schlom, on behalf of the Group of Eight Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Eight Individuals of this Application.

Accordingly, it is this 10th day of February 2021, **ORDERED** that:

1. The Application filed by FD, LLC, t/a Unity, for renewal of its Retailer's Class CT License, located at 1936 9th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Eight Individuals in this matter is hereby **WITHDRAWN**;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 Applicant and Evan Schlom, on behalf of the Group of Eight Individuals.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a432084206252094673009310008

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547aa3720209e6e891630284240e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fadfbc146d76b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: bf2ca40b50db74060b19b35b738f16cf

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Alya Crockett, Member
Key: bdb0a61845e1694d1615565c12816c

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217533165084474e16569c3a11e8

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027E0a77f90090ec144deb52541ce5

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 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 StTeet, 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
License ABRA-109064
FD, LLC, t/a/ Unity
1936 9th Street NW**

THIS AGREEMENT is made and entered into this 3~~rd~~ day of Feb., 2021, by and between FD, LLC t/a Unity ("Applicant") and the Group of Eight ("Protestants").

RECITALS

WHEREAS, the Applicant has filed an application to renew its Class CT License (ABRA-109064) ("Renewal") for a business establishment located at 1936 9th Street NW (the "Establishment"); and the Renewal request is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board");

WHEREAS, in recognition of the Board's policy of encouraging parties to liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement (the "Agreement") whereby (1) Applicant will agree to adopt certain measures to address Protestants' concerns and to include this Agreement as a formal condition of its request, and (2) Protestants will agree to the granting of the Renewal, provided that such an agreement is incorporated into the Board's order granting the Renewal;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment

- a. The Applicant will operate and manage a Class CT establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
- b. The Establishment shall have a maximum occupancy of 205. Applicant shall post its Certificate of Occupancy in public view at all times.

2. Hours of Operation and Sales. The Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

Hours of Operation, Sales, and Live Entertainment:

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

Nothing in this Agreement shall prevent Applicant from applying for a substantial change application regarding the hours listed above. Additionally, nothing in this Agreement shall prevent Applicant from applying for extended hours during the following circumstances: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours"; and (b) on days on which the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration).

3. Noise

- a. Applicant shall comply with all applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take all reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible or felt beyond the property boundary of the Establishment.
- c. Exterior doors and windows shall remain closed at any time when amplified sound is played within the Establishment, except to the minimum extent necessary to allow immediate ingress and immediate egress from the Establishment.

- d. Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure under DC law. Per D.C. Official Code § 22-1321, “[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m., that is likely to annoy or disturb one or more other persons in their residences.” Applicant shall provide a photograph to Protestants within seven (7) days of the Board’s approval of this Agreement clearly showing the location and content of each such sign.
- e. Applicant shall take reasonable measures to receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Sunday. Applicant shall instruct all vendors and employees that deliveries shall be made only during permitted hours.
- f. Applicant agrees to maintain control over the operation of the Establishment at all times, and will not contract the Establishment’s operation to any outside contractor.

4. Trash and Odors.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Applicant shall take reasonable measures to ensure that any damaged or leaking containers shall be repaired or replaced within seven (7) days.
- c. Applicant shall arrange for trash and recycling collection a minimum of two (2) times per week. Applicant shall provide proof of its trash and recycling removal contract(s) to the Board upon reasonable notice. Applicant shall request from its trash and recycling contractors that trash and recycling be collected only between the hours of 8:00 AM and 6:00 PM.
- d. Applicant shall arrange for grease removal a minimum of one (1) time per month. Applicant shall provide proof of its grease removal contract to the Board upon reasonable notice.
- e. Applicant shall deposit trash and recycling only in rodent-proof dumpsters and shall ensure that dumpster covers fit properly and remain fully closed except when trash or recycling is being added or removed.
- f. Applicant shall not dump any recyclables outside of the establishment between the hours of 9:00 PM and 9:00 AM. Applicant shall instruct all employees of this restriction.

- g. Applicant shall take reasonable measures to keep the front and rear exterior of the Establishment free of litter, bottles, chewing gum, cigarette butts, trash, and other debris, and shall power wash the outdoor areas in both the front of and in the rear of the Establishment at least one (1) time per month.
- h. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment.

5. Rat and Vermin Control.

- a. Applicant shall eliminate all potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of one (1) time per quarter and shall maintain recommended pest control measures. Applicant shall provide proof of its pest control contract to the Board upon reasonable notice.

6. Security

- a. Applicant shall submit to the Board a security plan that complies with DC Code §25-402(d)(3).

7. Complaint Log.

- a. The Establishment's website (or Facebook profile page, if it does not maintain its own website) shall prominently feature an email address to which individuals may send comments about the operation of the Establishment. Applicant shall preserve all messages sent to this email account for a minimum of three (3) years from the date it receives the messages. Applicant shall make all messages relating to the following topics available to the Board for inspection and copying upon reasonable notice: (1) the Establishment's impact on peace, order, and quiet, and (2) Applicant's obligations under this Agreement.

8. Notices.

- a. Notices and certifications shall be provided by email:

If to Protestants:

Evan Schlom
evan.schlom@gmail.com

If to Applicant:

FD, LLC, t/a Unity
absera1@yahoo.com

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agree to the granting of the Renewal to Applicant, and withdraws its protest, provided that this Agreement is incorporated into the Board's order granting the Renewal, the granting of which is conditioned upon compliance with this Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

PROTESTANTS:

Group of Eight

By: CL

Print Name/Title: Evan Schiom, Designated Representative

Date Signed: 2/3/2021

APPLICANT:

FD, LLC

By: Abebebeke

Print Name/Title: Abebebeke/owner

Date Signed: 02/03/20