

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

In the Matter of:)
)
Nicolas Hospitality, Inc.)
t/a Mama' San/Harlot)
)
Application for a New)
Retailer's Class CT License)
)
at premises)
2001 11th Street, NW)
Washington, D.C. 20001)
_____)

License No.: ABRA-114205
Order No.: 2019-695

Nicolas Hospitality, Inc., t/a Mama' San/Harlot, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Dan Orlaskey, Commissioner, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Nicolas Hospitality, Inc., t/a Mama' San/Harlot (Applicant), and ANC 1B have entered into a Settlement Agreement (Agreement), dated September 19, 2019, 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 Commissioner Dan Orlaskey, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 9th day of October, 2019, **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, except for the following modification:

Binding Effect – The following language shall be removed: “and assigns.”

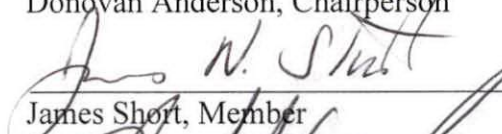
The parties have agreed to this modification.

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

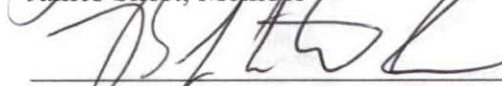
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

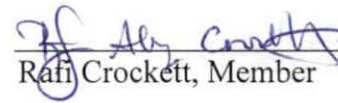


James Short, Member



Bobby Catø, Member

Rema Wahabzadah, Member



Rafi Crockett, 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 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 Issuance of
License ABRA-114205 to
Nicolas Hospitality, Inc., t/a Mama 'San,
2001 11th Street NW
Washington, DC 20001**

THIS AGREEMENT, made and entered into this 19th day of September, 2019, by and between Nicolas Hospitality, Inc., t/a Mama 'San ("Applicant") and ANC 1B ("ANC") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class C Tavern (ABRA-114205) ("License") for a business establishment located at 2001 11th Street, N.W., Washington, DC 20001 ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a 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 whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the license provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement (hereinafter referred to as the "Agreement");

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:

- Nature of the Establishment
 - The Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
 - The Establishment shall be a TAVERN.
 - Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing.
 - Applicant shall post its Certificate of Occupancy in public view at all times.

- Hours of Operation and Sales

Establishment's permitted hours of operation, and selling, serving, and consuming

alcohol, shall be as follows:

- Hours of Operation

| Day | Not Earlier Than | Not Later Than |
|-----------|------------------|----------------|
| Sunday | 8:00 a.m. | 2:00 a.m. |
| Monday | 8:00 a.m. | 2:00 a.m. |
| Tuesday | 8:00 a.m. | 2:00 a.m. |
| Wednesday | 8:00 a.m. | 2:00 a.m. |
| Thursday | 8:00 a.m. | 2:00 a.m. |
| Friday | 8:00 a.m. | 3:00 a.m. |
| Saturday | 8:00 a.m. | 3:00 a.m. |

- Hours of Sales

| Day | Not Earlier Than | Not Later Than |
|-----------|------------------|----------------|
| Sunday | 9:00 a.m. | 2:00 a.m. |
| Monday | 9:00 a.m. | 2:00 a.m. |
| Tuesday | 9:00 a.m. | 2:00 a.m. |
| Wednesday | 9:00 a.m. | 2:00 a.m. |
| Thursday | 9:00 a.m. | 2:00 a.m. |
| Friday | 9:00 a.m. | 3:00 a.m. |
| Saturday | 9:00 a.m. | 3:00 a.m. |

- Hours of 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. |

- Applicant shall be permitted to apply to Alcoholic Beverage Regulation Administration (ABRA) for additional holiday hours.
- Provided, However, (1) on days designated by ABRA as "Extended Hours

for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or ABRA grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am

- Noise

- Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- No entertainment will be provided outside the property. No entertainment will be provided on the sidewalk. Applicant agrees to keep its doors and windows closed when music is being played at the establishment, inclusive of all types of amplified music from any source, live or recorded (ex. Musicians, DJs, etc.). However, the applicant may open its window panels seasonably, provided that the music and/or noise is not audible beyond the street curbside.
- Applicant shall take any and all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible, or noticeable in the case of vibration, in any residential premises regardless of distance from the Establishment. This includes, but is not limited to, making architectural and/or structural modifications to the Establishment if music, noise, and/or vibration cannot be contained within the Establishment through another method.
- Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible for any extended time from the exterior of the establishment.
- Licensee's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 pm daily.
- Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 ("disorderly conduct"), that "[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 receive deliveries only between 8:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- Applicant will ensure that all employees of the Establishment are fully

aware of the requirements of this section.

- Deliveries, Cleanliness and Refuse Removal

- Applicant shall take reasonable measures to ensure that the immediate environments of the establishment are kept in a clean and litter-free condition.
- Applicant shall take appropriate measures to comply with DCMR §25A-2717 while limiting the disposal of such refuse items after 9:00 pm, to reduce the impact of the peace and quiet of the neighborhood.
- Applicant shall take appropriate measures to ensure that any trash pick-ups happen after 8:00 am and before 10:00 pm.
- Applicant shall ensure that the entrance to the alley on 10th street NW is not blocked for any reason by anyone contracted by or working for the Establishment.

- Trash and Odors

- All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- Any damaged or leaking containers shall be repaired or replaced within 72 hours of any notification to applicant. Outdoor containers shall be kept closed, and no waste or other materials shall be stored outdoors, except in such containers.
- Applicant shall arrange for trash and recycling collection a minimum of THREE (3) times per week
- Applicant shall arrange for grease removal a minimum of TWO (2) times per month.
- Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 8:00 a.m. and shall take measures within applicants control not allow trash collection to occur during these hours.
- Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of TWO (2) time per month.
- Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment,

including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

- Rat and Vermin Control

- Applicant shall take measures to eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- 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.

- Security and Crowd Control

- Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards, and security cameras. The licensee shall adhere to a security plan in all material respects and shall train employees to do the same.
- Applicant shall not allow patrons to form a queue that extends down 11th Street NW towards V Street NW. Queueing must be contained to the sidewalk area immediately in front of the Establishment.
- Applicant will maintain in working order at all times security cameras that entirely cover the adjacent lot, the interior of the restaurant and the sidewalk of the property and adjoining property. The footage from these cameras shall be kept for at least one month and be made available hours easily and quickly during business to MPD and/or ABRA. Community officials may request any footage pursuant of applicant. Applicant shall ensure that (1) The cameras utilized by the establishment are operational; (ii) Any footage of a crime of violence or a crime involving a weapon is maintained for a minimum of 30 days and (iii) The security footage is made available within 48 hours upon request of ABRA or MPD.
- The Applicant will enroll in the Reimbursable Detail Subsidy Program provided through the District of Columbia's Metropolitan Police Department. The Applicant will ensure that Reimbursable Duty Officers (or a part-time Metropolitan Police Department officer hired directly by the Establishment) are present in front of the Establishment from:
 - Fridays 11:30 PM until Saturday 3:30 AM
 - Saturdays 11:30 PM until Sunday 3:30 AM

- Parking

- Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.
- Applicant shall not allow cars and/or trucks owned by employees of the establishment, or contractors of the establishment, to park in the alley behind the establishment. This is inclusive of the alley entrances on U street NW and 10th street NW. Applicant shall further notify its employees that this is a residential alley and therefore not to be used by employees for parking.
- Personnel
 - All bartenders employed by the Applicant shall be certified as having completed an “Alcohol Awareness Training” program recognized by the ABRA.
 - All employees of the Establishment shall be trained in the requirements of this Settlement Agreement at the time they begin their employment at the Establishment and at least ONE (1) time per year thereafter. Employees will be made aware of any material changes at the time they are approved by ABRA.
- Compliance with Regulations

Applicant shall comply with regulations of ABRA, the Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.
- Binding Effect

This Agreement shall be binding upon and enforceable against the successors and assigns of the 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.
- Agreement Available Upon Demand

A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and ABRA inspectors immediately upon request.
- Notices
 - Notices shall be provided by email, U.S. Mail or hand-delivery as follows:
 - If to ANC:
 - Advisory Neighborhood Commission 1B

2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:
Nicolas Hospitality, Inc., t/a Mama 'San
2001 11th St. NW
Washington, DC 20001

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

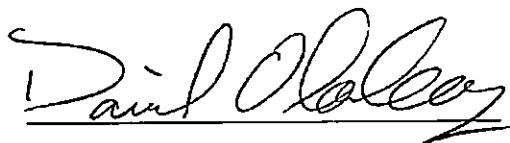
WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class C Restaurant license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class C Restaurant license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

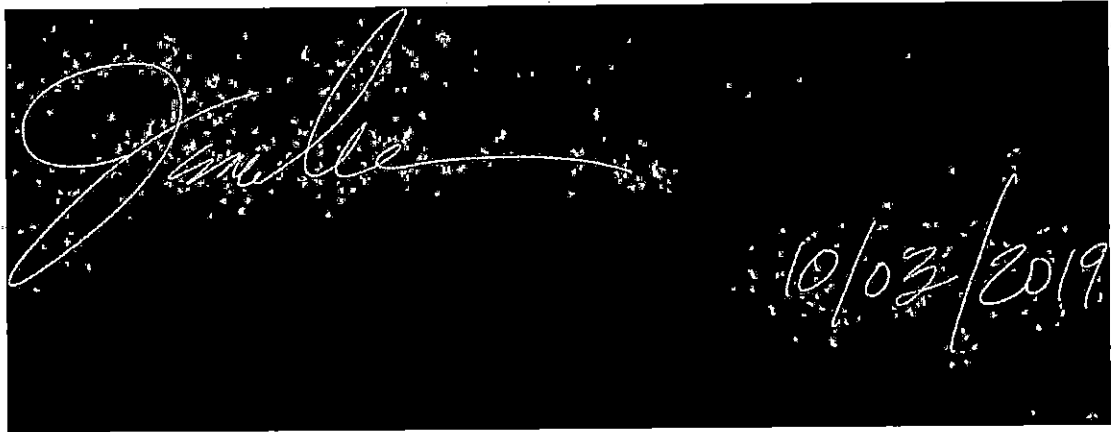
ANC:

Advisory Neighborhood Commission 1B



Dan Orlaskey, Representative for ANC 1B

Date Signed: 9/20/2019



APPLICANT:

Nicolas Hospitality, Inc., t/a Mama 'San

Alireza Kalantar

By:

owner

Print Name/Title:

[Handwritten Signature]

Date Signed:

Sept/19/2019