

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

In the Matter of:)
)
Pratt Group, LLC)
)
Application for a New)
Retailer's Class CT License)
)
at premises)
2121 14th Street, NW)
Washington, D.C. 20009)
)

Case No.: 19-PRO-00010
License No.: ABRA-112258
Order No.: 2019-229

Pratt Group, LLC, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

Christina Parascandola, on behalf of Meridian Hill Neighborhood Association (MHNA);

Janet Harouch, Union Row Group of 231

Justin J. Peabody, Abutting Property Owners, Protestant

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Pratt Group, LLC (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a

Roll Call Hearing on February 19, 2019, and a Protest Status Hearing on March 20, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B, MHNA, Justin J. Peabody, and Union Row Group of 231 have entered into a Settlement Agreement (Agreement), dated April 23, 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; Chairperson James A. Turner, on behalf of ANC 1B; Christina Parascandola, on behalf of MHNA; Janet Harouch, on behalf of Union Row Group of 231; and Justin J. Peabody; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B, MHNA, Union Row Group of 231, and Justin J. Peabody.

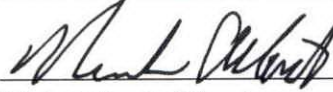
Accordingly, it is this 1st day of May, 2019, **ORDERED** that:

1. The Application filed by Pratt Group, LLC, for a new Retailer's Class CT License, located at 2121 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B, MHNA, Union Row Group of 231, and Justin J. Peabody in this matter are hereby **WITHDRAWN**;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; ANC 1B; Christina Parascandola, on behalf of MHNA; Janet Harouch, on behalf of Union Row Group of 231; and Justin J. Peabody.

District of Columbia
Alcoholic Beverage Control Board



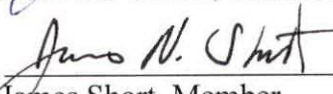
Donovan Anderson, Chairperson



Nick Alberti, Member

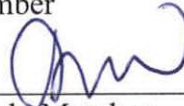


Mike Silverstein, Member



James Short, Member

Bobby Cato, Member



Rema Wahabzadah, 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-1122058 to
Pratt Group, LLC, t/a to be determined
2121 14th St., NW, Washington, DC 20009

Made this 23rd day of April 2019, by and between Pratt Group, L.L.C. ("Applicant") and ANC 1B, Mr. Kenji Kimura, Mr. Justin Peabody, Union Row Group of 231, Meridian Hill Neighborhood Association ("MHNA") (collectively, "Protestants").

RECITALS

WHEREAS, Applicant has filed an application for a Retailer's Class CT License (ABRA-1122058) ("License") for a business establishment located at 2121 14th Street, N.W ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board"); and,

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 whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, (2) as a condition precedent to this settlement agreement, Applicant will withdraw its request for Live Entertainment, Cover Charge, and Dance Floor endorsements; and (3) Protestants 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;

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 Tavern Establishment, as defined by Title 25 of the District of Columbia Official Code and/or Title 23 of the District of Columbia Municipal Regulations (DCMR). Applicant agrees that it will not operate as a nightclub, music or dance club, or entertainment venue as defined by Title 25 of the District of Columbia Code and/or Title 23 of the District of Columbia Municipal Regulations.

b. Applicant agrees that it will make a good faith effort to offer patrons food service during operating hours and maintain a kitchen and restaurant staff.

c. The Establishment shall have a maximum occupancy load of 250 persons, 210 persons inside the premises and up to 40 persons in the summer garden; or as stated in the approved certificate of occupancy for inside and outside areas. In the event of a difference between the above maximum occupancy load and certificate, the latter shall be controlling. Applicant shall post its Certificate of Occupancy in public view at all times.

d. Applicant shall not have a designated dance floor.

Any change in the nature of the business shall be considered by the parties to be a substantial change in operation of great concern to residents and requiring prior approval by the ABC Board.

2. HOURS OF OPERATION AND SALES

- a. Establishment's permitted hours of operation shall be as follows:

Interior Hours:

- i. Sunday: 10 AM-1 AM;
- ii. Monday - Thursday: 10 AM-2 AM
- iii. Friday & Saturday: 10 AM-3 AM

Exterior Hours:

- i. Sunday - Thursday: 10AM-11PM
- ii. Friday - Saturday: 10AM-12AM

- b. Applicant agrees that the selling and serving of alcohol and food shall cease (i) in the interior space, 30 minutes prior to the closing times listed above, and (ii) in the exterior space, one hour prior to the closing times listed above for the summer garden.

- c. ~~Notwithstanding the foregoing, on January 1 of each year applicant may operate, including the selling and serving of alcohol and food, until 3:00 a.m.~~

3. NOISE

- a. Applicant acknowledges familiarity with and shall comply with all applicable noise-control regulations, including but not limited to, those in the DCMR Title 20 and Title 25.

- b. Applicant agrees to comply with all applicable regulations and procedures contained in the Flats at Union Row, A Condominium Commercial Rules and Regulations; The Bylaws of the Flats at Union Row, recorded July 6, 2007; and The Declaration of the Flats at Union Row, dated June 19, 2007; as amended.

c. In order to help reduce noise transmission, Applicant shall install sound mitigation improvements throughout the Premises, in accordance with the "Restaurant Acoustical Recommendations" report from Phoenix Noise & Vibration, dated April 23, 2019, which are incorporated herein and made a part of this agreement. The Applicant shall hire a qualified acoustical engineer to ensure that all sound mitigation improvements are installed to the highest noise control industry standard. Applicant also agrees to mount all speakers in the space with spring isolation mounts (or similar sound control mounting technology) or to use floor mounted speaker systems. Further, sound testing as described in the above report shall be accomplished using the installed restaurant sound system speakers. Applicant shall complete the sound mitigation measures before the commencement of operations and shall certify in writing to Protestants and the ABC Board of compliance with the sound and noise control requirements stated in this agreement prior to commencement of operations.

d. Applicant shall regulate the audio system sound levels and location of audio equipment, so that it is consistent with the noise prohibitions set forth in this Agreement.

e. Applicant shall ensure no temporary or permanent speakers will be present or used on or in summer garden area. Applicant agrees to use best commercial efforts to restrict patrons from using electronic devices such as speakers to play music or talk on the speaker phone. Applicant agrees not to have any live or recorded music or entertainment on or in the summer garden area.

f. Applicant agrees to post signage notifying patrons that the business is located in a residential area with young children present and request patrons to be quiet and respectful.

g. The doors and all windows of the Establishment shall be kept closed at all times during business hours, except when persons are in the act of using the door for ingress to or egress.

h. Applicant shall post a conspicuous sign at each exit advising of the necessity of departing the establishment quietly and advise its patrons that D.C. Official Code §22-1321(d) which makes it unlawful for one to make an unreasonably loud noise between 10 PM and 7 AM that is likely to annoy or disturb one or more other persons in their residence.

i. Applicant shall receive deliveries only between 7 AM and 7 PM.

j. Applicant agrees to implement additional measures to aid in the mitigation of noise from the Premises, including, but not limited to monitoring patrons, providing crowd control, and monitoring music and noise levels. Applicant shall take reasonable measures to ensure that patrons are not behaving in a loud or disorderly manner inside or outside of the Premises. The Applicant shall implement and maintain an approved ABRA security plan.

4. SAFETY & SECURITY

a. Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards, and security cameras.

b. Applicant shall ensure that security cameras will provide as close to full coverage as is commercially and mechanically possible of the upstairs and downstairs interior, exterior entry/exit areas, and along the 14th St. front and V St. side of the Establishment. Applicant agrees to use all commercially reasonable efforts to ensure that that the security camera system is in good working order at all times. In the event that a component of the security camera system breaks, Applicant will repair the system in a timely and commercially reasonable fashion.

c. The Applicant shall post signs and employ reasonable commercial efforts to prohibit patrons from smoking near residences, including designating a smoking area.

d. Applicant shall ensure that recordings and footage from said security cameras are stored for a minimum of 30 days following the date of the recording.

e. Applicant shall provide security camera footage to ABRA or the Metropolitan Police Department (MPD) within 48 hours of receiving a request from these agencies.

5. TRASH/GARBAGE/RODENTS

a. Applicant will keep trash and oil barrels off public space and shall not store any items outside the trash room or on the loading dock; provided, that immediate trash and recycling pick-up shall not apply.

b. Applicant shall use its best commercial efforts to eliminate accessible food sources and attractions for rodents, vermin, and other pests, located inside and outside the Establishment, to include the summer garden area and within 15 feet of all entry/exit doors. Applicant shall contract with a licensed exterminator to inspect the Establishment at least monthly, or more frequently as needed, and shall maintain recommended pest control measures.

c. Applicant will provide for the proper removal of grease and fatty oils from the establishment and shall not deposit grease or fatty oils in the dumpster nor dispose of them down the sink or any drain. Applicant shall install and maintain an approved grease trap or grease interceptor and contract for a reputable grease collection and cleaning service to remove spent oil. At a minimum, the grease trap or interceptor shall be cleaned and serviced every 90 days or more frequently, as needed. Written proof of grease collection and grease trap or interceptor cleaning and servicing shall be available upon request.

d. Applicant shall ensure that its trash and recycling contractors pick up trash and materials no earlier than 7:00 a.m. and no later than 7:00 p.m.

6. PARKING

a. Applicant shall notify patrons, on the Establishment's website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

c. Applicant shall not use a Valet parking service for patrons due to the overburdened alley leading to the retail parking structure in the building.

7. BINDING EFFECT This agreement shall be binding upon and enforceable against the successors 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.

8. AGREEMENT AVAILABLE UPON DEMAND A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

9. MODIFICATION OF VOLUNTARY AGREEMENT This agreement can be modified only by mutual agreement of all parties or with the approval of the ABRA Board for acceptance and enforcement, or as required by District law.

10. COMMUNICATIONS WITH APPLICANT

a. The Applicant shall provide to the Union Row building manager both a phone number and an e-mail address for its management team. In addition, the Applicant shall use best efforts to have a management representative attend a meeting with Union Row, upon invitation, in an effort to ensure dialog between the parties and a good working relationship necessary to resolve any concerns.

b. Applicant shall respond to and address Union Row residents' complaints in a timely and commercially reasonable manner. Applicant shall maintain an incident log which shall be available to ABRA upon request.

11. NOTICE AND OPPORTUNITY TO CURE.

a. The Applicant shall be entitled to reasonable notice and an opportunity to cure in the event that Applicant is in breach of this Agreement. Unless the breach is of an emergency nature, a material breach, or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten days of the date of such notice. If Applicant fails to cure within the ten-day period (or, with respect to a breach which reasonably requires more than ten days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute a cause for Protestants to file a complaint with ABRA. ~~Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.~~ Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and emailed, mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Notwithstanding anything contrary herein, the parties

reserve all legal rights that they have to enforce this Agreement, and nothing herein shall prevent the Protestants or any residents from seeking enforcement of this Agreement and applicable regulations by District of Columbia ABRA and law enforcement officials and processes in the event of a violation.

b. Notices shall be provided by email, US Mail or hand-delivery as follows:

If to Union Row Group of 231:

Union Row Board of Directors

2125 14th St. NW

Washington DC, 20009

manager@unionrow.net

If to MHNA:

Meridian Hill Neighborhood Association

c/o Janet Harouch

2125 14th St., NW, #201

Washington DC 20009

president@meridianhilldc.org

If to ANC:

Advisory Neighborhood Commission 1B

2000 14th St., NW, Suite 100B

Washington, DC 20009

lb@anc.dc.gov

If to Mr. Kenji Kimura:

2125 14th St. NW #206

Washington, DC 20009

frescan@gmail.com

If to Mr. Justin Peabody:

2125 14th St. NW, Attn: Concierge

Washington, DC 20009

justin.peabody@gmail.com

If to Applicant:

Pratt Group LLC c/o William Walsh

McCandlish Lillard

11350 Random Hills Road, Suite 500

Fairfax, VA 22030

www.walsh@mccandlshlawyers.com

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

IN WITNESS WHEREOF, by signing of the representative of the Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agree to the issuance of the Class CT license to Applicant, and withdraws their protest, provided that this agreement is incorporated into the Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

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

Pratt Group L.L.C.

By: Pyram C. Dullach 4/24/2019
Managing Member, Pratt Group L.L.C.

ANC1B

By: Kenji Kimura 04/23/2019
CHAIR, ANC1B

Mr. Kenji Kimura

By: Justin Peabody

Mr. Justin Peabody

By: Justin J. Peabody

Union Row Group of 231

By: *Jenet Wilson*

MERIDIAN HILL NEIGHBORHOOD ASSOCIATION

By: *Christa Powers*