

10623

SETTLEMENT AGREEMENT

Settlement Agreement made this 6th day of January, 1996, by and between West End Bar and Grill, Inc., a District of Columbia corporation having its principal office at 2524 L Street, N.W., Washington, D.C., 20037 (the "Applicant") on the one hand, and Advisory Neighborhood Commission 2A, a District of Columbia governmental entity (the "ANC"), Mrs. Adelaide Kummer, residing at 2526 L Street, N.W., Washington, D.C., 20037, and Mrs. Maria Tyler, residing at 949-25th Street, N.W., Washington, D.C., 20037, on the other hand.

WITNESSETH

Whereas the Applicant proposes to operate a tavern to be known as the West End Bar and Grill (the "Establishment") to be located at 2524 L Street, N.W., Washington, D.C. 20037; and

Whereas, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Applicant's Application Number 10623 (the "Application") for a District of Columbia Retail Class "CT" Alcoholic Beverage License (the "ABC License") for the Establishment; and

Whereas the ANC at its regular monthly meeting on December 20, 1995 passed a Resolution on the application after a discussion in which representatives of the Applicant, members of the community and ANC Commissioners participated; and

Whereas the above Resolution stated that the ANC would not oppose the issuance of the license, provided certain conditions are agreed to by the Applicant, who would sign a voluntary agreement to that effect; and

Whereas the parties agree to resolve the parties' concerns in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises recited above and the covenants and promises set forth below, the parties agree as follows:

1. **Nature of the operation.** The Applicant shall operate the Establishment as a bona fide tavern in accordance with the laws of the District of Columbia and the provisions of this Settlement Agreement.
2. **Hours of operation.** The Applicant shall not operate the Establishment after 2 AM Sundays through Thursdays and after 3 AM Fridays and Saturdays.
3. **Dancing.** No dancing shall be permitted.

4. **Music.** Music shall be played only through loudspeakers situated inside the building and the volume at which any music is played shall not be such that it can be heard in adjoining properties.
5. **Entertainment.** The Applicant will not present any form of live entertainment in the Establishment.
6. **Entertainment devices.** The Applicant will not permit any form of entertainment device to be installed on the premises of the Establishment. The term "entertainment device" as used in this Settlement Agreement shall mean any equipment for the showing of video tapes, any juke boxes or other devices for the playing of music by customers of the Establishment, any device or machine for playing video games, or any device or machine designed or intended to be used for the entertainment of the customers of the Establishment in any manner other than dining or drinking.
7. **Trash and Litter.** The Applicant will comply with all aspects of the Civil Infringement Act and the Litter Control Act. In addition, the Applicant will cause the Establishment to ensure that the outside of the Establishment and the sidewalk are kept clean.
6. **Collection of garbage.** The Applicant will ensure that no garbage trucks will service the Establishment before 7 AM or after 7 PM.
7. **Parking.** The Applicant will not permit illegal parking in the alleyways near the premises.
8. **Open dialogue.** The parties agree to maintain an open dialogue to address mutual concerns and provide remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this Settlement Agreement, that party shall notify the other in writing of the basis for that belief and provided the party so notified makes a good faith effort to address such alleged non-compliance within thirty (30) days, the other party will not file any claim of an alleged breach of this Settlement Agreement with the Alcoholic Beverage Control Board.
9. **Renewal of license.** The Applicant agrees to notify the ANC of application for renewal of license.
10. **Binding effect.** This Settlement Agreement shall be binding and enforceable against the successors and assigns of the Applicant during the term of the license to which the Settlement Agreement applies.
11. If any of the above conditions are breached, and a resolution is not agreed upon within the thirty day period referred to in paragraph 8 above, the ANC and/or Adelaide Kummer and/or Maria Tyler will petition the ABC Board for show cause hearing for suspension or revocation of the license.

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

Advisory Neighborhood Commission 2A

West End Bar and Grill Inc.

By *Sara Maddux*
Sara Maddux, Chairperson

By *Joseph Soares*
Joseph Soares, President

By *Adelaide Kummer*
Adelaide Kummer

By *Maria Tyler*
Maria Tyler

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

In the Matter of:)	
)	
Sunflower, Inc.)	
t/a Flavors of India/Marshall's Bar)	
)	
Petition to)	License No.: ABRA-091022
Amend Settlement Agreement)	Order No.: 2020-011
for a Retailer's Class CT License)	
)	
at premises)	
2524 L Street, NW)	
Washington, D.C. 20037)	

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

ORDER AMENDING PETITIONER'S SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a license for the premises entered into a Settlement Agreement with Advisory Neighborhood Commission (ANC) 2A dated January 6, 1996.

Sunflower, Inc., t/a Flavors of India/Marshall's Bar (Petitioner), as the current holder of a Retailer's Class CT license, now seeks to amend its Settlement Agreement pursuant to D.C. Official Code § 25-446(d)(2). Specifically, the Petitioner has requested that Section 6 which prohibits the use of entertainment devices, be removed from the Settlement Agreement. On December 19, 2019, ANC 2A voted 7-0 to advise the Board of its support for the Petitioner's request to remove Section 6.

The Notice of Petition was properly placarded on the Petitioner's premises and published in the D.C. Register. At the end of the protest period, the Board did not receive any objections to the petition. Therefore, the Petition is uncontested.

The Board is only required to produce findings of fact and conclusions of law on contested issues of fact. See Craig v. District of Columbia Alcoholic Beverage Control Bd., 721 A.2d 584, 590 (D.C. 1998) ("The Board's regulations require findings only on

contested issues of fact.”); 23 DCMR § 1718.2. Accordingly, based on the Board’s review of the Petition, Petitioner has satisfied all remaining requirements imposed by Title 25 and Title 23 to merit the amendment of its Settlement Agreement by the Board.

ORDER

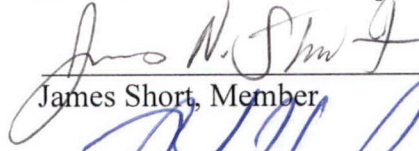
1. Therefore, it is hereby **ORDERED** on this 8th day of January, 2020, that the Petition to Amend its Settlement Agreement dated January 6, 1996 filed by Sunflower, Inc., t/a Flavors of India/Marshall's Bar, at premises 2524 L Street, NW, is hereby **GRANTED**;
2. **IT IS FURTHER INCORPORATED** as part of this Order, the following modification:

Section 6 (Entertainment Devices) – This Section shall be removed.
3. All terms and conditions of the original Settlement Agreement, not amended by the Amendment, shall remain in full force and effect; and
4. Copies of this Order shall be sent to the Petitioner and ANC 2A.

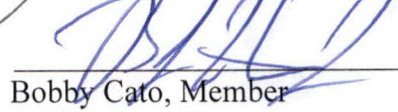
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, 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).