

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

In the Matter of:)	
2815 M St., LLC)	
t/a Villa Yara)	
Applicant for a New)	Case No.: 22-PRO-00073
Retailer’s Class CR License)	License No.: ABRA-121278
at premises)	Order No.: 2022-674
2815 M Street, NW)	
Washington, D.C. 20007)	
)	

2815 M St., LLC, t/a Villa Yara, Applicant

Gwendolyn Lohse, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida Parker, President, Citizens Association of Georgetown (CAG), Protestant

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

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

The Application filed by 2815 M St., LLC, t/a Villa Yara (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 6, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated September 5, 2022, 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; Commissioner Gwendolyn Lohse, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 28th day of September 2022, **ORDERED** that:

1. The Application filed by 2815 M St., LLC, t/a Villa Yara, for a new Retailer's Class CR License, located at 2815 M Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG, in this matter are hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a0470691659181094b72009318208f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac73809a065c0d1b3026d2940cc

James Short, Member

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560a91848e1f2a401d125e5c12081cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 92172010500447491850f2c441e06

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd47f090040ec14adeb52541ce5

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 II 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).

Villa Yara 2811 M Street NW
Settlement Terms

This Settlement Agreement ("Agreement") is made on the 5th day of September 2022 by and between Villa Yara ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties".

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration with License Number for ABRA-121278 the issuance of a new Class "C" License (the "License") for the Premises located at 2815 M Street (the "Premises"), and

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of Operations.**
 - a. Class C.
3. **Occupancy.**
 - a. Inside: Maximum allowed by Certificate of Occupancy.
 - b. Summer Garden: Maximum allowed by Certificate of Occupancy.
4. **Hours of Operations.**
 - a. Inside dining room:
 - i. 9am – 2am.
 - b. Summer Garden:
 - i. Monday-Thursday and Sunday 9am – 10pm; Friday-Saturday 9am – 12pm; should multiple public complaints regarding noise, hours of operation, or any other condition mentioned in this agreement occur and licensee not cure such within reasonable time, the protester may request to modify Friday and Saturday closing hours to 10pm.
 - c. Sidewalk Café: Any sidewalk tables will follow the Summer Garden Hours, or the hours set by the city for all streateries.
 - d. Exceptions to the standard operating hours shall be granted for:
 - i. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration, Applicant may avail itself of such extended hours;
 - ii. January 1 of each year Applicant may operate for one additional hour or other special events
5. **Service Standards.**

Villa Yara 2811 M Street NW
Settlement Terms

- a. All DC alcohol and Serve Safe regulations will be followed.
6. Noise.
- a. No music played inside or other noise, either amplified or not amplified, coming from the inside the Premises shall be audible either on the street or in the surrounding residences;
 - b. The backdoors of the Premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the Premises;
 - c. Applicant will not install any speakers on the exterior of the Premises.
7. Patrons and Employees.
- a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises;
 - b. Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises;
 - c. Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises, including the establishment will not create a line to enter the restaurant by using the public sidewalks, rather the establishment will use an on-line reservation system that notifies customers when space is available.
8. Business.
- a. No promoters will conduct business on the premises.
 - b. Cover charges will never be collected to enter the Premises or partake in the Applicants offerings, with the exception of previously announced ticketed, special events; these events will not be more than two events per month unless other such events approved by the protesters.
 - c. Alcohol sales will end 30 minutes prior to the closing "last call". However, patrons may remain on the Premises until the end of Hours of Operation.
9. Deliveries.
- a. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.
10. Trash Pick-up/Removal and Snow Removal.
- a. Trash pick-up will occur one time per day, at a minimum of six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather;
 - b. Trash will be stores in a rodent protected designed trash cans;
 - c. Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside the least amount of time as feasibly possible;
 - d. Applicants employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am, this is especially critical to the Summer Garden.

Villa Yara 2811 M Street NW
Settlement Terms

- e. The public space in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicants staff at least once a day when the business is operating;
 - f. All snow removal regulations will be followed by the Applicant, whether the business is open or closed.
 - g. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness;
 - h. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests. The service will visit the establishment at least once per month.
11. Public Complaint Log.
- a. The Establishment's website will prominently feature the name and contact (including email and phone) information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.
12. Ingress and Egress.
- a. All patrons shall use the designed front entrance as the ingress and egress given it is the only official entrance/exit.
13. Binding Settlement.
- a. This Agreement shall be binding upon and enforceable against the Licensee and any successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree not to Protest the application for a new License at the Premises. Future failure of the Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford Applicant at least ten (10) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the parties.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

VILLA YARRA

Villa Yara 2811 M Street NW,
Settlement Terms

By 

Majed Saadi for Licensee

ADVISORY NEIGHBORHOOD COMMISSION 2E

By *Gwendolyn Lohse*

Gwendolyn Lohse, Commissioner ANC 2E06

CITIZENS ASSOCIATION OF GEORGETOWN (CAG)

By *Tara Sakraida*

Tara Sakraida, President of CAG

Parker

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

In the Matter of:)
)
Mon Cherie Café, Inc.)
t/a Au Pied Bistro)
)
Application for a Retailer's Class CR)
License – Renewal)
at premises)
2815 M Street, NW)
Washington, D.C.)
)

Application no.: 33819-04/075P
Order no.: 2005-38

Mon Cherie Café, Inc., Applicant

Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application, having been protested, came before the Board on September 8, 2004, in accordance with D.C. Official Code § 25-601 (2001). Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, filed timely opposition by letter dated June 30, 2004.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated January 5, 2005, the Protestant has agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

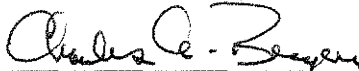
Mon Cherie Café, Inc.
t/a Au Pied Bistro
Case no. 33819-04/075P
Page two

Accordingly, it is this 9th day of February 2005, **ORDERED** that:

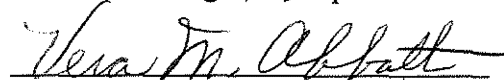
1. The protest of Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, is **WITHDRAWN**;
2. The application of Mon Cherie Café, Inc., t/a Au Pied Bistro for a Retailer's Class "CR" License (renewal) at 2815 M Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Mon Cherie Café, Inc.
t/a Au Pied Bistro
Case no. 33819-04/075P
Page three

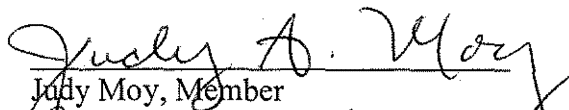
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



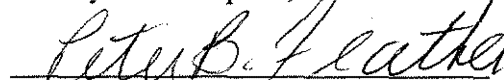
Vera M. Abbott, Member



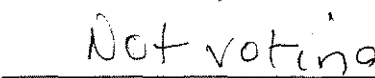
Judy Moy, Member



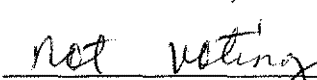
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Advisory Neighborhood Commission 2E

Representing the communities of Burleith, Georgetown and Hillandale

3265 S Street, NW • Washington, DC 20007

(202) 338-7427 • FAX (202) 338-0279 • anc2e@erols.com

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

JAN 11 A 11:50

FLC

January 7, 2004

Mr. Charles Berger, Chair
Alcoholic Beverage Control Board
941 North Capitol Street, NE
Seventh Floor
Washington, DC 20002

RE: Mon Cherie Café, t/a Au Pied Bistro, License No. 22959

Dear Mr. Chairman and Members of the Board:

Please find enclosed a Voluntary Agreement between the above-referenced establishment and ANC 2E dated January 5, 2005. At the ANC 2E public meeting held January 4th, which was properly noticed and attended by six of the seven commissioners, Commissioner Starrels outlined the conditions of the agreement and moved that the protest be lifted and that the ANC enter into the proposed voluntary agreement. The motion carried by a unanimous vote.

Thank you for your attention in this matter.

Sincerely,



Ed Solomon
Chair, ANC 2E

Enclosure

COMMISSIONERS:

Ed Solomon, District 1 John Lever, District 2 Bill Skelsey, District 3 Brett Clements, District 4
Bill Starrels, District 5 Pam Moore, District 6 Charles Eason, District 7

JAN 11 A 11:50

AGREEMENT

THIS AGREEMENT ("Agreement") is made by Mon Cherie Cafe, a District of Columbia corporation, t/a Au Pied Bistro (the "Applicant") with Advisory Neighborhood Commission 2E ("the ANC").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for a renewal of license, Class CR ("the Application"), located at 2815 M Street ("Premises"), License No. 22959, which is pending before the District of Columbia Alcoholic Beverage Control Board.

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, in order to secure the ANC's approval, Applicant has agreed to enter into this voluntary Agreement commemorating certain understanding regarding the Applicant's operational plans;

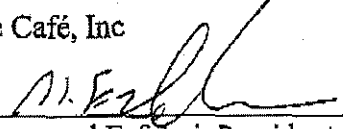
NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Occupancy and safety. The establishment shall have a maximum capacity established by its Certificate of Occupancy and shall comply therewith and shall not be exceeded. The Certificate of Occupancy shall be posted on the Premises in accordance with any and all regulations associated therewith. If Applicant desires to change the current occupancy, which on information and belief, is currently ninety-eight persons, Applicant will file notice of the desired change with ABRA, as well as provide the DCRA agency receiving the application for the change with a copy of the ABRA notification. The Applicant shall ensure that a clear passageway is maintained at all times for the safe egress of occupants in case of fire or other emergency.
2. Entertainment. The Applicant shall fully comply with any and all regulations related to dancing, entertainment, and promoters, including live or amplified music and cover charges. The Applicant may offer background-recorded music that shall be at levels which do not violate any noise ordinance or related regulations. Applicant shall not use outside promoters.
3. The parties agree that the above provisions are conditions of the license and any failure of the Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to D.C. regulations. Prior to so petitioning, however, the ANC shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.


4. This written agreement constitutes the entire and final agreement between the parties and may be modified only by written agreement executed by both parties.

Executed this 5 day of January, 2004. ^{5:05}_{P.M.}

APPLICANT
Mon Cherie Café, Inc

BY: 
Mohammad Esfahni, President

ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: 
Bill Starrels, Vice-Chair, ANC 2E and Chairman, ABC Committee