

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

In the Matter of:)
)
VV Group, Corp.)
t/a Mom's Skillet)
)
Application for Renewal of a)
Retailer's Class CR License)
)
at premises)
320 D Street, NE)
Washington, D.C. 20002)
)

Case No.: 19-PRO-00059
License No.: ABRA-110441
Order No.: 2019-456

VV Group, Corp., t/a Mom's Skillet (Applicant)

Stephen O'Neal, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6C

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by VV Group, Corp., t/a Mom's Skillet, for Renewal of its Retailer's Class CR License, was protested by the ANC 6C

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6C have entered into a Settlement Agreement (Agreement), dated May 24, 2019, that governs the operation of the Applicant's establishment.

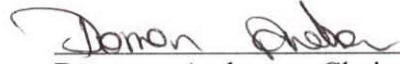
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C of this Application.

Accordingly, it is this 5th day of June, 2019, **ORDERED** that:

1. The Application filed by VV Group, Corp., t/a Mom's Skillet, for renewal of its Retailer's Class CR License, located at 320 D Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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 ANC 6C.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


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

THIS AGREEMENT is made and entered into as of this 24th day of May by and between VV Group Inc., doing business as Mom's Skillet (hereinafter the "Applicant") and Advisory Neighborhood Commission 6C (hereinafter the "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for a Class C Restaurant license for premises at 320 D Street N.E., Washington, D.C., and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

- 1. Nature of Business:** Applicant will operate at all times as a bona fide Class C licensee under District law. Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions. These restrictions on promoters and promotions will not preclude the Applicant from hosting wine or beer tastings sponsored by third-party vendors, so long as these tastings accompany, and do not replace, normal food and beverage service provided by the Applicant.
- 2. Hours of Operation and Service:** The hours of operation inside the premises shall be 11 a.m. -10:00 p.m. Monday through Saturday. The hours of alcoholic beverage sales, service, and consumption inside the premises shall be 11 a.m. -10:00 p.m. Monday through Saturday.
- 3. Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) during hours between 9am and 5pm Monday-Saturday. All deliveries shall be made using designated loading zones. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on D St. nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley.
- 4. Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.

5. Trash Pick-Up and Removal: Applicant will maintain regular trash/garbage removal service.

6. Removal of Grease and Oils: Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters or trash cans.

7. Withdrawal of Protest: Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this Settlement Agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with such Settlement Agreement.

8. Right to Seek Redress: The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 24th day of May.

Applicant:

Moni's Skillet

Luis A. Joya

By: Luis A. Joya, Head Manager

Advisory Neighborhood Commission 6C

[Signature]

By: Stephen O'Neal

Chair, ANC 6C ABL Committee