

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

**In the Matter of:**

Dee Zee Group, LLC  
t/a Call Your Mother

Applicant for a New  
Retailer's Class CR License

at premises  
3301 Georgia Avenue, NW  
Washington, D.C. 20010

License No.: ABRA-111895  
Order No.: 2019-172

Dee Zee Group, LLC, t/a Call Your Mother (Applicant)

Michael Wray, Commissioner, Advisory Neighborhood Commission (ANC) 1A

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

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**ORDER ON SETTLEMENT AGREEMENT**

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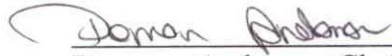
The official records of the Alcoholic Beverage Control Board (Board) reflect that Dee Zee Group, LLC, t/a Call Your Mother (Applicant), and ANC 1A have entered into a Settlement Agreement (Agreement), dated February 13, 2019, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Michael Wray, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 3rd day of April, 2019, **ORDERED** that:

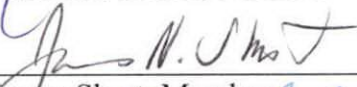
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia  
Alcoholic Beverage Control Board


  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
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Nick Alberti, Member

  
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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 14<sup>th</sup> 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).



## ANGLE 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Layla Bonnot  
SMD 1A04 – Matt Goldschmidt  
SMD 1A07 – Jen Bundy  
SMD 1A10 – Rashida Brown

SMD 1A02 – Teresa Edmondson  
SMD 1A05 – Christine Miller  
SMD 1A08 – Kent C. Boese  
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Zach Rybarczyk  
SMD 1A06 – Angelica Castañon  
SMD 1A09 – Michael Wray  
SMD 1A12 – Jason Clock

### SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 13th day of February 2019, by and between ~~Call Your Mother~~, (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

#### WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class “C” Restaurant for a business establishment located at 3301 Georgia Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written agreement; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 the Business:** The Applicant will manage and operate a restaurant with a seating capacity of 21 and a total occupancy load of 31. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
- 3. Hours of Operation and Sales:**

Operation: Saturday and Sunday 8am – 11pm, Monday through Friday 7am – 11pm

Alcohol Sales, Service, and Consumption: Sunday through Saturday 8am – 11pm

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground floor of the building and the summer garden. The summer garden will only allow alcohol sales, service, and consumption with prior approval by the ABC Board. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise, Entertainment, and Privacy:** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that noise from the Establishment are not audible within the adjacent residential properties. Doors and windows will be closed after 9:00 p.m. except as needed for the purpose of patrons to enter and exit. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation. The hours of operation in the Summer Garden will be limited to Saturday and Sunday 8am – 11pm, Monday through Friday 7am – 11pm.
6. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), alley and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster(s) to be placed in the rear of the building and out of view from the street and sidewalk. Applicant shall ensure that the area around the dumpster(s) is kept clean at all times and the dumpster(s) is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
7. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
8. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

9. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
10. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25- 446(e) in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:  
Call Your Mother

3301 Georgia Ave., NW  
Washington, DC  
Attn: Andrew Dana  
(202) 258-6832

If to Protestants:  
Advisory Neighborhood Commissions 1A

3400 11<sup>th</sup> Street, NW  
Washington, DC  
Attn: Kent Boese, Chairman  
(202) 944-8111

Call Your Mother

Signature: 

Print Name: Andrew Dana (Owner)

ANCIA

Signature: 

Print Name: Michael Wray, SMD 1A09

Certification:

After providing sufficient notice for and with a quorum of 11 present at its February 13, 2019, meeting, Advisory Neighborhood Commission 1A voted, with 11 Yeas, 0 Nos and 0 Abstentions, to adopt the above agreement.



Kent C. Boese  
Chairperson, ANC 1A



Zach Rybarczyk  
Secretary, ANC 1A