

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

In the Matter of:)	
Nando's of H Street, LLC, t/a)	Case No.: 19-PRO-00063
Nando's Peri Peri)	License No.: ABRA-097889
Application for Renewal of the)	Order No.: 2019-584
Retailer's Class CR License)	
at premises)	
411 H Street, N.E.)	
Washington, D.C. 20002)	
)	

Nando's of H Street, LLC, t/a Nando's Peri Peri, Applicant

Mark Eckenwiler, Vice-Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6C, Protestant

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

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

The Application filed by Nando's of H Street, LLC, t/a Nando's Peri Peri (Applicant), for renewal of its Retailer's CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 17, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated July 30, 2019, 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 and Commissioner Mark Eckenwiler, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 7th day of August 2019, **ORDERED** that:

1. The protest of ANC 6C in this matter is **WITHDRAWN**.
2. The Application filed by Nando's of H Street, LLC, t/a Nando's Peri Peri, for renewal of its Retailer's CR License, located at 411 H Street, N.E., Washington, D.C. 20002 is **GRANTED**.
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order.
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

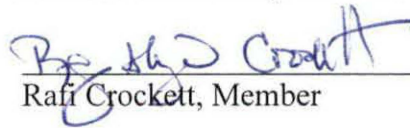


James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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).

This agreement is made and entered into as of this 30th day of July, 2019 by and between Nando's of H Street, LLC t/a Nando's Peri-Peri ("Applicant") and Advisory Neighborhood Commission 6C ("Protestant").

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") to renew class CR license ABRA-097889 ("License") for premises 411 H St., NE, Washington, DC, 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 renewal of the License and to 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 CR 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 intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions.
2. **Hours of Inside Operation and Service:** The hours of operation and alcoholic beverage sales, service, and consumption inside the premises shall be 11a.m.-11p.m. Sunday through Thursday and 11a.m.-midnight Friday and 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) between 7a.m. and 5p.m. Monday-Saturday. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley. All vehicles making deliveries shall use the 4th Street loading zone and shall not enter the alley or park or stand on H Street.
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.
 - a. 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.

- b. Applicant shall keep the exterior door(s) closed at all times except when patrons, vendors, service providers and/or staff are entering or exiting the premises.
5. **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, trash cans, street gutters, or catch basins.
6. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours from 7:00 a.m. to 5:00 p.m. Monday through Saturday. Any trash, recycling, or grease collection trucks entering the alley to access the premises shall exit the alley to 5th Street and return directly to H Street.
7. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed to prevent them from being entered by rodents to limit odors and help control the pest (insect) and rodent population. Applicant will maintain a contract for regular rodent and pest abatement.
8. **Rear Yard and Alley Gate:** The alley gate to Applicant's rear yard shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.
9. **Maintenance of Property:** Applicant shall clear snow from the sidewalk of the commercial property front within four (4) daylight hours after snowfall ends Reasonable accommodation to the four (4) hour requirement will be permitted:
 - a. If an emergency is declared by the Mayor, the District of Columbia and/or any state or federal agency.
 - b. During the time that public transportation is suspended.
10. **Withdrawal of Protest:** Protestant agrees to the renewal of the license and the withdrawal of its protest upon execution of this Agreement, if this agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with such agreement.
11. **Notice and Opportunity to Cure:** In the event Protestant believes that Applicant is in breach of this Agreement, Protestant shall provide reasonable notice and opportunity to cure, within a period of seven (7) days from the date the notice is sent. If Applicant fails to cure within seven (7) days it shall constitute a breach of this Agreement. Any notice

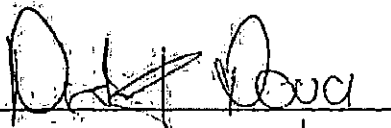
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required to be made under this section shall be sent to hst@nandosperiperi.com, jessicar@nandosperiperi.com, and lesliew@nandosperiperi.com.

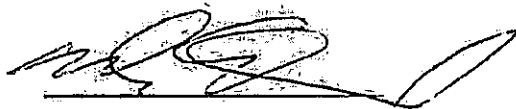
12. Right to Seek Redress: The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446 to enforce the provisions of the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

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 30th day of July, 2019

Nando's of H Street, LLC t/a Nando's Peri-Peri


By [print name]: Nestor Nova

Advisory Neighborhood Commission 6C



By: Mark Eckenwiler
Commissioner, ANC 6C04
Vice-Chair, ANC 6C
(as designated ANC 6C representative)