

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

In the Matter of:)
)
Squash Club, LLC)
t/a Squash Club DC)
)
Holder of a)
Retailer’s Class BI License)
)
at premises)
4221 Connecticut Avenue, NW)
Washington, D.C. 20008)
)

License No.: ABRA-116969
Order No.: 2020-296

Squash Club, LLC, t/a Squash Club DC, Applicant

Monika Nemeth, Chairperson, Advisory Neighborhood Commission (ANC) 3F

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Squash Club, LLC, t/a Squash Club DC (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated July 9, 2020, that governs the operation of the Licensee’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Monika Nemeth, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 30th day of September, 2020, **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 3F.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43020c9a5c5f5e4b750093d1d2c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 347ee3730f20e6c881b332d82946e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 25d93cad7b4145d776b75b37917d20a

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: bf2fca48b550db74099b16b35b738f16cf

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 6b50a9f1845e1f8e4016155e5c12ff1cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 921729310550447491b56fca2a4169f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 50270da71f8f0040ec14ada652541ce5

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 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 St NW, 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).

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
Van Ness • North Cleveland Park • Wakefield • Forest Hills

3F01 – David Cristeal
3F02 – Carolinn Kuebler, Vice Chair
3F03 – Naomi Rutenberg, Treasurer
3F04 – Leah Frelinghuysen
3F05 – Andrea Molod, Secretary
3F06 – Monika Nemeth, Chair
3F07 – Vacant



4401-A Connecticut Ave, N.W.
Box 244, Washington, D.C. 20008
commissioners@anc3f.com
www.anc3f.com

SETTLEMENT AGREEMENT

Made this [9]th day of [July], [2020], by and between [Justin Rose] (the “Applicant”) and Advisory Neighborhood Commission 3F (the “ANC or “ANC 3F”),

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (“ABC”) Board is Applicant’s application for a Retailer’s Class “A” (Internet Only) liquor license for the premises known as [Squash Club D.C.] at premises [4221 Connecticut] Avenue, NW (the “Establishment”), License Number ABRA-[116969]; and

WHEREAS, both Applicant and the ANC (the “parties”) desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant’s operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below:

Hours

1. Applicant’s hours of operation at the above-mentioned licensed premises for all purposes that cause a noise disturbance (as defined in D.C. Code 25-725) – including deliveries and pick-ups – will be within the hours of 9:00 a.m. to 10:00 p.m. Sunday through Saturday. This restriction does not include sale activity outside these hours that does not cause a noise disturbance.

Public Spaces

To the extent Applicant is able to control deliveries and pick-ups, Applicant will make a reasonable effort to:

2. Use off-street parking for dropping off and retrieving product;
3. Restrict vehicle parking, including staff, customers, and vendors to legal parking locations that the Applicant can control.

4. Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.); and
5. Schedule garbage collection pickups between the hours of 9:00 a.m. and 9:00 p.m. if able to do so.

Advertising

6. Applicants shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by D.C laws and regulations and those required by law.

Breach of Agreement / Notifications

7. Applicant shall manage and operate in a manner consistent with their ABRA license. As such, applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the Establishment and applicable laws and regulations of the District of Columbia in the operation of this establishment.
8. The Parties agree to maintain open communications and agree to endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction with regard to the operation of the Establishment. In the event that any of the parties is in breach of this Agreement, it 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 an emergency nature or is a repetition of a prior breach for which notice has been given, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the Applicant 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 grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code 95-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be delivered in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:

- a. Squash Club, LLC
4221 Connecticut Ave NW
Washington, DC 20008

With a copy to:

Justin Rose

131 16th St NE

Washington, DC 20002

- b. Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W, PMB 244
Washington, D.C. 20008-2322

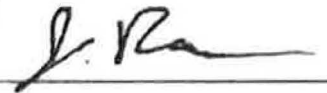
Notice shall be deemed given as of the time of receipt or refusal of receipt. Any party or their counsel may change its address for the purposes of receiving notice under this Agreement by giving notice in accordance with this section 8.

THEREFORE, in consideration of and in reliance upon the commitments reflected in sections 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "A" (Internet Only) license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

APPLICANT

Signature:



Name: Justin Rose

Title: Owner, Squash Club, LLC

ANC 3F

Signature:



Name:

Manika Nemethy

Title:

Chair, ANC 3F