

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

**In the Matter of:**

Alley Cat DC, LLC

t/a Alley Cat

Applicant for a New

Retailer's Class CR License

at premises

5247 Wisconsin Avenue, NW

Washington, D.C. 20015

Case No.: 22-PRO-00046

License No.: ABRA-119797

Order No.: 2022-281

Alley Cat DC, LLC, t/a Alley Cat, Applicant

Tom Quinn, Commissioner, Advisory Neighborhood Commission (ANC) 3E, Protestant

**BEFORE:**

Donovan Anderson, Chairperson

James Short, Member

Bobby Cato, Member

Rafi Aliya Crockett, Member

Jeni Hansen, Member

Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 3E'S PROTEST**

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The Application filed by Alley Cat DC, LLC, t/a Alley Cat (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 June 6, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 3E have entered into a Settlement Agreement (Agreement), dated June 9, 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 and Commissioner Tom Quinn, on behalf of ANC 3E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 3E.

Accordingly, it is this 15th day of June 2022, **ORDERED** that:

1. The Application filed by Alley Cat DC, LLC, t/a Alley Cat, for a new Retailer's Class CR License, located at 5247 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 3E in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia  
Alcoholic Beverage Control Board

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*Donovan Anderson*  
Key: a6430b6b9943f09e4b730093d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae378f520cfe5ac8d1b332da2945ec

James Short, Member

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*Bobby Cato*  
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Bobby Cato, Member

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*Rafi Aliya Crockett, Member*  
Key: b560e91845e1f9e4016155e5c12f81cc

Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: 82172931f0569447491b546e2a418f5

Jeni Hansen, Member

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*Edward Grandis, Member*  
Key: 5027bda7f1f9f0040ec14adeb52541ce5

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 14<sup>th</sup> 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).

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 9th day of June, 2022 by and between Alley Cat DC, LLC t/a TBD, ABRA License 119797 (“Applicant”), and Advisory Neighborhood Commission 3E (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailer’s Class “C” Restaurant #119797 for a business establishment (“Establishment”) located at 5247 Wisconsin Avenue NW, Washington, DC 20015 (“Premises”);

WHEREAS, Applicant expects the vast majority of patrons of the Establishment to be sit-down customers and, although Applicant may offer carry-out and curbside takeout service (“Takeout”), at this time Applicant expects Takeout to comprise a relatively modest portion of its business;

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 a Settlement 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) peace, order, and quiet of the neighborhood and (ii) 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) ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725. Applicant further agrees that windows and doors will remain closed, except for ingress and egress, when live music is being played inside.
- 3) ***Hours of Operation and Hours of Alcoholic Beverage Sales, Service and Consumption for Summer Garden.*** Applicant will cease all alcoholic beverage sales and consumption for summer garden at 10PM ET Sunday through Thursday and Midnight ET Fridays and Saturdays.
- 4) ***Hours of Live Entertainment for Outside in Summer Garden.*** Applicant will cease all live entertainment for outside in summer garden at 10PM ET Sunday through Thursday and Midnight ET Fridays and Saturdays. Applicant shall have no amplified music or other amplified sounds in the Summer Garden.
- 5) ***Parking.*** Applicant will post readily visible signs inside and outside the

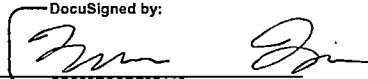
establishment directing patrons not to stop or park in the bus zone on Wisconsin Avenue immediately in front of the restaurant or in travel lanes, or otherwise to illegally stop or park, to visit the Establishment. The signage shall furthermore encourage patrons to use public transit or ridesharing companies, including but not limited to taxicabs, Uber and Lyft, and direct patrons to use nearby paid parking rather than parking in the neighborhood. The signage will also contain the Notice (see Par. 4) for customers who elect to do Takeout. Applicant will include the same instructions on the business' website anywhere that directions to the establishment are mentioned and in any food ordering functionality featured in or linked to from the website, provided such functionality is within the control of Applicant, and not any third party ordering platform.

- 6) **Pick Up / Drop Off.** Applicant will instruct (1) Uber, Lyft, and any other significant ride sharing company Applicant becomes aware of, and (2) any food or drink delivery service (eg, Door Dash) that the Establishment does business with, to use only legal parking spaces (that permit standing) on Wisconsin Avenue, any pickup/dropoff ("PUDO") spaces DDOT may designate in the future, metered parking spaces, or garage parking to pick up or drop off customers and/or goods. Applicant agrees to include a notice in any food carry-out confirmation email ("Notice") instructing curbside service customers to wait in their car in one of the following legal spaces for stopping: 1) metered parking, 2) a future PUDO zone if DDOT has established one or 3) the garage located in 5225 Wisconsin Avenue; the Notice will further provide that customers who wish to temporarily park and leave their cars for pickup must use only metered parking or garage spaces. The Notice will provide in bolded lettering, for avoidance of doubt, that customers must not block travel lanes, crosswalks or the bus zone at any time. Applicant will provide information consistent with the Notice to all customers who order for carryout or curbside service by phone.
- 7) **Communication with ANC.** If Applicant becomes or the ANC become aware that illegal stopping and/or parking appears to have become a problem, Applicant agrees to work and meet in good faith with the ANC to address the issue.
- 8) **Transit Benefits.** Applicant will comply with all requirements of the DC Commuter Benefits Law even if the number of Applicant's employees falls below the statutory minimum.
- 9) **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the Protestant shall withdraw the protest.

[signatures appear on the following page]

**PROTESTANT:**

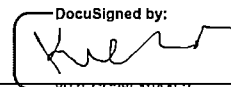
Advisory Neighborhood Commission 3E

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By: Tom Quinn, ANC 3E04

**APPLICANT:**

Alley Cat DC, LLC  
t/a Alley Cat

DocuSigned by:  


By: Khalid Moutwakkil, Member-Manager