

Accordingly, it is this 11th day of April 2024, **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, except for the following modification:

Section 2 (Nature of the Business) – The first sentence shall be modified to read as follows: “The Applicant has applied to operate and manage a coffee shop/café serving beer and wine pursuant to regulations and conditions specified herein.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac43cb8689d5f69e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 2000 14th 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 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 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 SETTLEMENT AGREEMENT (“Agreement”) is made on this 19th day of March, 2024 by and between SOYOU, LLC t/a Au Lait DC, License #ABRA-127508 (Applicant”) and Advisory Neighborhood Commission 2B (“ANC2B”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, the Establishment has applied for License Class D, License Number 127508, for a business establishment (“Establishment”) located at 1608 17th Street NW, Washington, D.C. (“Premises”);

WHEREAS, Protestant Advisory Neighborhood Commission 2B (“ANC 2B”), who filed a timely protest (the “Protest”) against the Issuance of the Establishment’s license request pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage and Cannabis Board (“ABC Board”) approve the Establishment’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 adverse effects upon peace, order, and quiet, 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 shall operate and manage a coffee shop/ café serving beer and wine pursuant to regulations and conditions specified herein. Seeking to alter operation or revise this Agreement is of great concern to residents and shall be subject to review and approval by the ABC Board.
3. **General Conditions.**
 - a. The Establishment shall have an ABCA-certified manager on its premises at all times during operating hours, including for private events.
 - b. The Establishment shall not permit any person who has not completed ABCA-recognized alcohol awareness or alcohol safety training to serve alcohol.
 - c. The Establishment shall operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law

4. **Hours of Operation and Sales.** The Applicant's permitted hours of operation shall be as follows:

Hours for inside operation shall be:

Sunday through Thursday 8 AM – 11PM

Friday and Saturday 8 AM – 12:00 AM

Hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 9 AM – 11:00 pm

Friday and Saturday 9 AM – 12:00 AM

The Establishment shall announce "Last Call" not later than 20 minutes prior to closing. All patrons shall exit the Premises by the closing time.

Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia, the Establishment shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events, without the need to submit a One Day Substantial Change Application.

5. **Outdoor Seating.** The Establishment, with appropriate endorsement, shall be permitted to operate a sidewalk café with seating for 12 patrons, pursuant to approval from the DC Department of Transportation and after having obtained the required permits from DC government agencies.

Hours of operation for the sidewalk café food and alcoholic beverage service shall be:

Sunday through Thursday: 9:00 AM – 11:00 PM

Friday and Saturday: 9:00 AM – 12:00 AM

Patrons shall depart the sidewalk café area not later than one-half (½) hour after the end of its service hours.

Amplified music, televisions, live performances, other forms of entertainment shall only be allowed in the sidewalk café pursuant to the conditions of a current Entertainment Endorsement.

The Establishment shall check at least once per hour to ensure cleanliness.

The Establishment shall remove stack and/or secure tables and chairs each night at closing.

The Establishment shall not drill into, or permanently affix anything to the sidewalk.

6. **Parking/Valet Arrangements.** The Establishment and any party or event utilizing the Premises, shall not offer or provide valet parking service.
7. **Noise and Privacy.** The Establishment shall at all times comply with D.C. Official Code § 25-725 and take all necessary actions, including structural remedies and insulation/soundproofing to ensure that music, noise and vibration from the Establishment are not audible or discernible within adjacent or nearby residential properties.
 - a. The Establishment shall require its purveyors and suppliers make deliveries only between the hours of 7:00 AM and 6:00 PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.
8. **Public Space, Trash, and Litter.** The Establishment shall keep the sidewalk surrounding its property (up to and including the curb), tree box(es), curb, adjoining alley or driveway entrances clean and free of litter, bottles, and other debris in compliance with District law.
 - a. The Establishment shall have the area around the Premises properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.
 - b. The Establishment shall have graffiti, tagging or other defacement of its premises remedied as promptly as possible.
 - c. All refuse shall be placed in sufficiently durable and securely closed plastic garbage bags before placing into a trash container or dumpster. Recycling must be clean and placed in appropriate collection container. Garbage and recycling containers, dumpsters, shall be kept securely closed at all times. If contents exceed capacity, larger or additional containers shall be obtained and used.
 - d. The Establishment shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, chewed through or reached the end of their useful life;
 - e. The Establishment shall employ only companies licensed to operate in the District of Columbia for collection of trash and recyclables. Pickups shall not occur before 7:00 AM on weekdays; before 9:00 AM on weekends or holidays; and not after 5:00 PM on any day.
 - f. Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring property.
 - g. Establishment shall be responsible for timely snow and ice removal from its sidewalk area and take proper precautions to prevent ice accumulation, in accordance with District of Columbia law.

9. ***Rats and Vermin Control.*** The Applicant shall maintain a professional rat and vermin control contract for its property, and provide proof of current contract upon request of the ABC Board or ABCA official.

In addition to the trash management requirements of this Agreement, the Establishment shall employ reasonable and common-sense measures to lessen the appeal of the Premises and public space to rodents and other vermin.

10. ***Security and Safety.*** Establishment shall take all necessary measures to ensure its operation does not adversely affect the peace, order, quiet, and safety of its neighbors and the neighborhood.

11. ***License Ownership and Compliance with ABCA Regulations.*** The Establishment shall abide by all Alcoholic Beverage & Cannabis Administration (ABCA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.

- a. The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of, the Agreement.

12. ***Notice and Opportunity to Cure.*** 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 a breach is of an 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 the Establishment 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 seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447.

Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and may be delivered by email; mailed via certified mail, return receipt requested; 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.

Contact information for the Parties to This Agreement.

If to the Establishment:

Mohammed Hoummadi
Au Lait DC
1608 17th Street NW
Washington, DC 20009
(202) 705-4551
Hamada.1960@live.fr

If to ANC 2B:

Attn: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
2b@anc.dc.gov


Signatures

ESTABLISHMENT:

ANC 2B:

ELALAMI IKHAR/MANAJA
By: Printed Name/ Title

Libby Franklin, Commissioner
By: Printed Name/Title 2B07


Signature of Licensee or
Legal Representative


Signature