

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

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**In the Matter of:** )  
 )  
East End Penn, LLC )  
t/a Baby Shank )  
 )  
Application for a New )  
Retailer’s Class CR License )  
 )  
at premises )  
1602 U Street, NW )  
Washington, D.C. 20009 )  
 )

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Case No.: 22-PRO-00079  
License No.: ABRA-121545  
Order No.: 2022-635

East End Penn, LLC, t/a Baby Shank, Applicant

Sidon Johannes, Counsel, on behalf of the Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B

**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 2B’S PROTEST**

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The Application filed by East End Penn, LLC, t/a Baby Shank (Applicant), for a New Retailer’s Class CR License, was protested by the ANC 2B.

The official records of the Board reflect that the Applicant and ANC 2B have entered into a Settlement Agreement (Agreement), dated August 22, 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 Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 31st day of August 2022, **ORDERED** that:

1. The Application filed by East End Penn, LLC, t/a Baby Shank, for a new Retailer's Class CR License, located at 1602 U Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Section 2 (Nature of the Business) – The second sentence shall be modified to read as follows: “Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and the parties request that the ABC Board deems a departure from this model a substantial change.”

The parties have agreed to this modification.

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

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac420849392df0e4b73330041a1c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 847ac378502bfac411100492684c

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 25653fca0be1464794875bd7017820c

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e91645e1f0e401615e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 62172201e2500467991508c214181f

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f920040e14adeb52941ce5

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).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 22 day of August, by and between East End Penn, LLC t/a Baby Shank, ABRA License 121545 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

### WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Restaurant #121545 for a business establishment ("Establishment") located at 1602 U Street, NW, Washington, D.C. ("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 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. **Nature of the Business.** The Applicant will manage and operate a Retailer's Class "C" Restaurant. 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.** The Applicant's interior hours of operation, hours of sales/service/consumption, dancing, and entertainment shall not exceed the following:

Sunday through Thursday: 10:00 A.M. – 2:00 A.M.

Friday and Saturday: 10:00 A.M. – 3:00 A.M.

The Applicant's hours of operation and sales/service/consumption in the summer garden shall not exceed the following:

Sunday to Thursday: 10:00 A.M.- 1:00 A.M.

Friday and Saturday: 10:00 A.M.-2:30 A.M.

Nothing in this Agreement shall prevent the Applicant from applying for extended hours during the following: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours"; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00 A.M.

4. **Cover Charges.** The Applicant shall not have any cover charges except on days designated by the ABC Board as "Holiday Extension Hours" or in connection with charitable or political fundraising events.
5. **Sidewalk café.** The hours of sales/service/consumption of alcoholic beverages on the sidewalk café shall not exceed the following:

Sunday through Thursday: 10:00 A.M.- 11:00 P.M.  
Friday and Saturday: 10:00 A.M.-12:00 A.M.

There shall be no outside bar in the sidewalk café area and all beverage service to patrons in the café area shall be from bars located within the interior of the premises. Food and beverages shall only be served to seated patrons in the café area. Patrons shall only be served alcoholic beverages with food service in the sidewalk cafe area.

Applicant shall take reasonable steps to keep the sidewalk (up to and including the curb), free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

6. **Trash.** The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall use commercially reasonable efforts to ensure that the area around the dumpster is kept clean at all times and the dumpster 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. **Noise.** Applicant agrees to:
  - a. Ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing. Applicant shall install and maintain soundproof coverings on all windows on the second floor of the restaurant. The sound proofing may be in the form of clear Plexiglas panels attached to the windows, roll down sound insulated draperies, or other sound mitigating covers. If the entertainment is on the first floor, the Applicant shall install and maintain soundproof coverings on the first-floor windows.
  - b. Applicant acknowledges familiarity with and agrees to comply with all applicable noise control provisions of District of Columbia law and regulations.
  - c. The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is

being employed in the premises. except when persons are in the act of using the door for ingress to or egress from the premises.

- d. Applicant agrees that employees or security personnel shall take reasonable steps to monitor the sidewalk café area to ensure that patrons are not rowdy or loitering immediately in front of the establishment.
8. **Promoters:** The Applicant shall not employ the use of outside promoters to produce events taking place at the Premises. For purposes of this agreement, promoter shall mean a non-employee, whether a firm or an individual independent contractor, who is retained to promote an event at the establishment and is compensated by receiving all or a percentage of drink or food revenues or any admission fees whether collected in person or online. Licensee shall not relinquish control of the establishment at any time. Regular employees should staff and serve and be responsible for crowd control at all times.

This section does not apply to any third-party firms or individuals used for public relations, marketing, or business operations. Nothing in this section shall prohibit third parties from advertising for any charitable or political events.

9. **Pub Crawls.** Applicant agrees not to promote or participate in bar or pub crawls unless approved by the ABC Board.
10. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.
11. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestant that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 2B does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

12. **Communications/Contact:** Applicant agrees to designate at least one individual staff member or manager to address specific concerns or issues raised by the community. Specifically, Applicant will provide the ANC the name and contact information for an individual to which any comments about the operation of the establishment may be addressed.
13. **Consideration.** Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment between the hours of 11pm and 7am to minimize conversation and noise outside the premises.
14. **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 the 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 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 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 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: East End Penn, LLC  
t/a Baby Shank  
1602 U Street, NW  
Washington, DC 20009  
Attn: Aziz Safi, Member  
Email: [asafi@live.com](mailto:asafi@live.com)

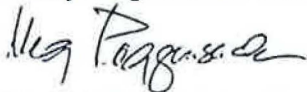
If to Protestant: Advisory Neighborhood Commission 2B  
9 Dupont Circle, NW  
Washington, DC 20036  
Email: [2B01@anc.dc.gov](mailto:2B01@anc.dc.gov)

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

15. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestant shall withdraw the Protest.

**PROTESTANT:**

Advisory Neighborhood Commission 2B



By: Meg Roggensack, Chair

**APPLICANT:**



East End Penn, LLC t/a Baby Shank  
By: Aziz Safi, Owner