

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

In the Matter of:

DMT Group, LLC
t/a Barcode

Application for Substantial Change
(Increase Interior and Exterior Occupancy)
to Retailer's Class CT License

at premises
1101 17th Street, NW
Washington, D.C. 20036

Case No.: 23-PRO-00014
License No.: ABRA-115593
Order No.: 2023-335

DMT Group, LLC, t/a Barcode, Applicant

Stephen O'Brien, Counsel, on behalf of the Applicant

Michael Shankle, Chairperson, Advisory Neighborhood Commission (ANC) 2C,
Protestant

Susan Volman, President, Dupont Circle Citizens Association (DCCA), Protestant

Marisa Hartman and John Campbell, Designated Representatives, on behalf of a Group of
Five or More Individuals, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by DMT Group, LLC, t/a Barcode (Applicant), for a
Substantial Change to increase its interior and sidewalk café occupancy to its Retailer's

Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 21, 2023, and a Protest Status Hearing for March 29, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2C, DCCA, and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated May 18, 2023, 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; Chairperson Michael Shankle, on behalf of ANC 2C; Susan Volman, on behalf of DCCA; and Marisa Hartman and John Campbell, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2C, DCCA, the Group of Five or More Individuals of this Application.

Accordingly, it is this 24th day of May 2023, **ORDERED** that:

1. The Application filed by DMT Group, LLC, t/a Barcode, for a Substantial Change to its Retailer's Class CT License, located at 1101 17th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2C, DCCA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43c1a6c58d5f09e4c72002301dccb

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5c7ac372320de6ad8d1b332ad2d49cc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2286d3fcaad7be1e5d774b75b7917c2bd

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172291c560d447431b56f9c2a4189d

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd87ff9f00c3ee14adeb52541ce5

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 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 (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 ___ day of May, 2023, by and between DMT Group, LLC trade name BarCode, ABRA License 115593 (“Applicant”), and the Group of 5 or more residents, the Dupont Circle Citizens Association and the ANC2C (collectively “Protestants”) (hereinafter jointly referred to as the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to its Retailer’s Class “C” Tavern license requesting to (i) expand the premises, located at 1101 7th Street, N.W., into contiguous space allowing for an occupancy load of 93 in the contiguous space; (ii) increase the total occupancy load of the existing interior from 149 to 268; and, (iii) increase the sidewalk café capacity from 40 to 62 (“Establishment”) with all other conditions of its current license remaining unchanged unless otherwise noted herein;

WHEREAS, the Parties have agreed to enter into this Agreement, and request the Alcoholic Beverage and Cannabis Administration (“ABCA”) approve the Applicant’s substantial change 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 have no adverse impact on the (i) peace, order, and quiet of the neighborhood; residential parking; and vehicular and pedestrian safety; as well as (ii) to eliminate the need for a Protest Hearing regarding the substantial change 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 Additional Contiguous Space.* Except as provided immediately below, the Applicant will manage and operate the new contiguous space only for pre-booked special events, and it will not be used for BarCode patron overflow. (“Contiguous Space”). Notwithstanding the immediately above, in the event that BarCode’s existing space is closed, then BarCode may operate its normal operations in the Contiguous Space. The provisions of this first paragraph of Section 2 will expire on September 30, 2025.

The capacity in the Contiguous Space will not exceed the lesser of 93 or the amount approved by the D.C. Department of Buildings (“DOB”).

Applicant shall not relinquish control, operation or management of the Establishment at any time. Regular employees shall manage, staff and serve and be responsible for crowd control at all times. The immediately foregoing 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.

3. Existing Space. The Applicant will increase the capacity in its existing space only to the amount approved by the DOB, provided that the existing space, after renovation, provides bathroom facilities sufficient for this increased occupancy load under the Building Code. Capacity in the existing space will not exceed the lesser of 268 or the certificate of occupancy issued by the DOB.

4. Outdoor Area – Hours of Operation and Sales/Service/Consumption of Alcoholic Beverages.

Applicant agrees not to expand its current sidewalk café (“Existing Outdoor Space”) beyond authorized on the March 26, 2010 Public Space Permit and withdraws its substantial change request in that respect.

With respect to the Existing Outdoor Space, the Applicant agrees to the following conditions:

- a. The doors to the Existing Outdoor Space will close at 10:00 p.m. and not be propped open thereafter.
- b. The speaker volume will not exceed a level permitting normal conversation.
- c. Capacity in the Existing Outdoor Space is limited to 46 people.
- d. From Monday - Thursday, the Existing Outdoor Space will close at 1:00 a.m.
- e. The hours of operation for the Existing Outdoor Space from Friday – Sunday will remain unchanged.

5. Security: Applicant will maintain a security plan that requires BarCode personnel to address loud patrons on the entire outdoor space and to request departing patrons to maintain quiet upon departure from the Establishment.

Applicant will further install cameras in the Special Event Space.

6. Reimbursable Detail: Applicant agrees to request, pursuant to ABCA’s “RDO” program, two (2) reimbursable detail MPD officers Friday, Saturday and Sunday evenings. This provision will expire on September 30, 2025.

7. Parking: BarCode will place on its website an advisory regarding proximity to Metro and advising that Uber/Lyft drop-off and pick-up addresses be specified as 1101 17th Street. BarCode will further cooperate with efforts to establish a ride share zone at that address but will not be responsible for initiating and processing such at DDOT. BarCode will further advertise on its website that street parking is very limited and encourage patrons who drive to park in the public garage located at 1660 L Street, NW, located across the street from BarCode.

8.Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within residential properties.

9.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 thirty (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 pursue such cure) such failure shall constitute cause for filing a complaint with ABCA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing and served via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement and sent via electronic mail at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Ashleigh Spiller
 General Manager
 BarCode
 1101 17th Street N.W.,
 Washington DC 20036

If to Protestants: Dupont Circle Citizens Association
 9 Dupont Circle NW
 Washington DC 20036
 president@dupont-circle.org, info@dupont-circle.org

ANC2C
P.O. Box 517
Washington, DC 20044
2C01@anc.dc.gov

Kerry Brainard Verdi
VERDI & OGLETREE PLLC
1325 G Street, NW
Suite 500
Washington, DC 20005
phone: 202-449-7703
kverdi@verdiogletree.com
Counsel for the Group of Five or More

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. The Parties agree to provide prompt notice to one another of any change of address for service of notices required under this Agreement.

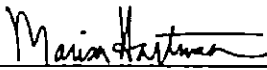
10. *Withdrawal of Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANTS

Board of the Presidential Cooperative on behalf of the group of 5 or more:

John Campbell, Secretary, Board of Director
The Presidential Cooperative

Board of The Adele Condominium Association on behalf of the group of 5 or more:



Marisa Hartman, President, Board of Directors
The Adele Condominium Association

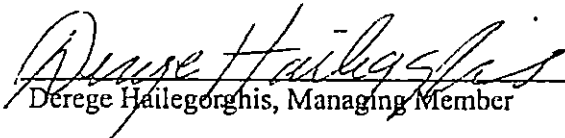
ANC2C

Michael Shankle, Chair, ANC2C

Dupont Circle Citizens Association

Susan Volman, President, Dupont Circle Citizens Association

APPLICANT



Derege Hailegorghis, Managing Member

PROTESTANTS


Board of the Presidential Cooperative on behalf of the group of 5 or more:

John Campbell, Secretary, Board of Director
The Presidential Cooperative

Board of The Adele Condominium Association on behalf of the group of 5 or more:

Marisa Hartman, President, Board of Directors
The Adele Condominium Association

ANC2C



Michael Shankle, Chair, ANC2C

Dupont Circle Citizens Association

Susan Volman, President, Dupont Circle Citizens Association

APPLICANT

Ashleigh Spiller, Manger, BarCode

PROTESTANTS

Board of the Presidential Cooperative on behalf of the group of 5 or more:

John Campbell, Secretary, Board of Director
The Presidential Cooperative

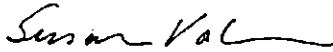
Board of The Adele Condominium Association on behalf of the group of 5 or more:

Marisa Hartman, President, Board of Directors
The Adele Condominium Association

ANC2C

Michael Shankle, Chair, ANC2C

Dupont Circle Citizens Association



Susan Volman, President, Dupont Circle Citizens Association

APPLICANT

Ashleigh Spiller, Manger, BarCode

PROTESTANTS

Board of the Presidential Cooperative on behalf of the group of 5 or more:

John Campbell *May 18, 2023*
John Campbell, Secretary, Board of Director
The Presidential Cooperative

Board of The Adele Condominium Association on behalf of the group of 5 or more:

Marisa Hartman
Marisa Hartman, President, Board of Directors.
The Adele Condominium Association

ANC2C

Michael Shankle, Chair, ANC2C

Dupont Circle Citizens Association

Susan Volman, President, Dupont Circle Citizens Association

APPLICANT

Ashleigh Spiller, Manger, BarCode