

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

**In the Matter of:** )  
 )  
Catch 22, LLC )  
t/a Catch 22 )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
5832 Georgia Avenue, NW )  
Washington, D.C. 20011 )  
\_\_\_\_\_ )

License No.: ABRA-111880  
Order No.: 2018-620

Catch 22, LLC, t/a Catch 22 (Applicant)

Charlotte Nugent, Commissioner, Advisory Neighborhood Commission (ANC) 4C

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Catch 22, LLC, t/a Catch 22, Applicant for a new Retailer's Class CR License and ANC 4C have entered into a Settlement Agreement (Agreement), dated October 10, 2018, that governs the operation 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 Charlotte Nugent, on behalf of ANC 4C, are signatories to the Agreement.

Accordingly, it is this 24th day of October, 2018, **ORDERED** that:

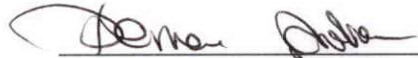
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 5 (Noise and Privacy) – Second paragraph, the language “will contact” shall be replaced with the language “agrees to contact.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 4C.

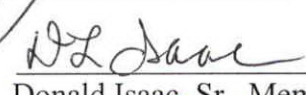
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

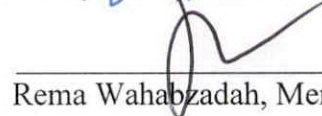
  
\_\_\_\_\_  
Nick Alberti, Member

  
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Mike Silverstein, Member

  
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James Short, Member

  
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Donald Isaac, Sr., Member

  
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Bobby Cató, Member

  
\_\_\_\_\_  
Rema Wahabzadah, 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 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 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).

ALCOHOLIC BEVERAGE  
REGULATION ADMIN

## SETTLEMENT AGREEMENT

ALCOHOLIC BEVERAGE  
REGULATION ADMIN

This Settlement Agreement ("Agreement") is made on this 10<sup>th</sup> day of October, 2018 by and between Catch 22 ("Applicant"), and Advisory Neighborhood Commission 4C, (Collectively, the "Parties").

WITNESSETH

ABRA

**WHEREAS**, Applicant's application for a liquor license and live entertainment endorsement for premises, 5832 Georgia Ave NW, Washington, DC, 20011, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC), license number to be determined when Applicant submits application; and,

**WHEREAS**, the premises is within the boundaries of the ANC, and,

**WHEREAS**, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; 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 promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and pedestrian-friendly.

**NOW, THEREFORE**, 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 CR license at the listed address. The license shall have indoor seating of not more than 89, with a Total Occupancy Load of 99.
- 3. Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows: Sunday through Thursday 11 a.m. - 11 p.m., Friday and Saturday 11 a.m.-1 a.m.

Alcohol sales shall be limited to:  
Sunday through Thursday 11 a.m. - 11 p.m., Friday and Saturday 11 a.m.-1 a.m.

Entertainment hours will be limited to:  
Friday and Saturday, 8 p.m. - 12 a.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such

hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4am.

**4. Outdoor Seating.** If Applicant provides seating for patrons in the Establishment's front yard and public space, Applicant will ensure patrons do not block sidewalk passage. Applicant will direct that its employees inspect the sidewalk and front yard area on a regular basis to ensure its cleanliness. Applicant will follow DDOT's regulations on the operation of sidewalk cafes, as provided for in Chapter 24 of Title 3 of District of Columbia Municipal Regulations.

**5. Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and will make architectural improvements to the property and will take actions, as necessary, to ensure that music, amplified sound and vibration from the Establishment (including patrons, and including both public and private events) are not audible outside the establishment at any time. Applicant will ensure that music, amplified sound and vibration from the Establishment are not audible inside condominium residences located in building above the Establishment. Applicant may open window panels when music is being played inside the establishment, provided that the music is not audible beyond the street curbside. Applicant will actively work to maintain peace and quiet of patrons after leaving the business and not serving patrons who have a pattern of having produced noise, waste, or unruly behavior.

If Applicant would like to pursue an ABRA endorsement for live entertainment in the future, Applicant will contact both the condominium owners' association president and the ANC to discuss the terms of the proposed entertainment before filing said application.

If, in the future, Applicant plans to host live entertainment on the Premises as part of either a single event or on a reoccurring basis (e.g. jazz band every Friday and/or Saturday night), Applicant shall inform residents of the condominium building shared with Applicant, and any other residents residing within 50 feet of the Premises, of such plans by contacting the president of the condominium owners' association in writing no fewer than two (2) days before the planned live entertainment, and shall inform the president and residents of the date(s), nature and duration of the planned live entertainment. If live entertainment is reoccurring, Applicant agrees to inform president and residents no fewer than two (2) days before the first scheduled date of any such reoccurring live entertainment, but need not re-inform president and residents of each subsequent instance of already scheduled reoccurring live entertainment. Applicant agrees to inform president and residents of any changes in the schedule of the reoccurring live entertainment no fewer than two (2) days before the change in date.

**6. Provide Noise Insulation.** If, in the future, Applicant pursues a live entertainment endorsement with ABRA, Applicant will install soundproofing or insulating materials to lessen the effects of music, noise and vibration from the Establishment on residents of the condominium building shared with the Establishment.

Applicant agrees to collaborate with condominium owners' association in the selection of a vendor to provide soundproofing on the Premises.

After soundproofing is installed, Applicant agrees to consult with residents on second floor of condominium building to ensure that soundproofing effectively mitigates sound emanating from Premises on building's first floor. If, after initial installation of soundproofing materials, second floor residents still experience excessive noise emanating from Premises on first floor, Applicant agrees to provide further soundproofing to mitigate effects of such sounds, noises and vibrations.

Applicant agrees that it will provide no live entertainment on the Premises until soundproofing is installed.

**7. Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree boxes, curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to ensure that refuse and other materials are promptly removed. Applicant will make ongoing efforts to make sure the tree box and sidewalk areas are attractive and enhance the neighborhood.

No entertainment will be provided outside the property. No entertainment will be provided on the sidewalk or in the front yard.

Applicant shall 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 that no garbage is placed on the abutting property. Applicant will ensure timely disposal no less than three (3) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m.

**8. Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

**9. Access to Public Alley, Garage and Parking.** The Applicant shall not obstruct or prevent access to the public alley, garage in condominium building, or parking spaces for condominium building behind Establishment at any time. The Applicant shall ensure that its employees park in legally authorized locations. The

Applicant further agrees not to accept deliveries from or provide products for pick-up to vendors (e.g. UberEats) who park illegally (e.g. obstructing or preventing access to the public alley, garage in condominium building, or parking spaces for condominium building).

When parked in the parking spaces assigned to the Establishment, the Applicant shall pull vehicle(s) all the way up to the building wall to ensure access to other parking spots designated for residents of the condominium building shared with the Applicant.

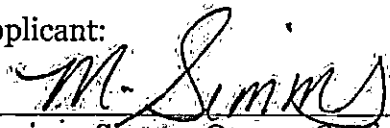
**10. Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant shall to the full extent permissible by law discourage smoking in the vicinity of the Premises. Applicant agrees to post No Smoking signs to discourage smoking in public spaces (e.g. sidewalk) near the Premises.

Applicant will maintain in working order at all times security cameras that entirely cover the interior of the restaurant and the sidewalk and front yard of the property. The footage from these cameras shall be kept for at least a month and be made available easily and quickly during business hours to MPD and ABRA.

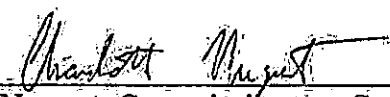
**11. Compliance with ABRA Regulations.** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

In witness whereof, the parties have executed this Settlement Agreement as of the day and date first written above.

Applicant:

  
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Monique Simms, Owner, Catch 22

Advisory Neighborhood Commission 4C:

  
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Charlotte Nugent, Commissioner, 4C01