

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)	
)	
)	
Eat at Creme, LLC)	
t/a Crème)	
)	Case No.: 24-PRO-00078
Applicant for a New)	License No.: ABRA-128670
Retailer’s Class CT License)	Order No.: 2024-648
)	
at premises)	
1660 33rd Street, NW)	
Washington, D.C. 20007)	
)	

Eat at Creme, LLC, t/a Crème, Applicant

Cristopher Matthews, Vice Chairperson, Advisory Neighborhood Commission (ANC) 2E,
Protestant

Paul Williams, President, Citizens Association of Georgetown (CAG), Protestant

John Hamilton, Designated Representative, on behalf of a Group of Five or More Individuals,
Protestant

Micheline Klagsburn, Abutting Property Owner, Protestant

Samuel Freeman, Abutting Property Owner, Protestant

Dawn Crafton, Abutting Property Owner, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

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

The Application filed by Eat at Creme, LLC, t/a Crème (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on August 5, 2024, and a Protest Status Hearing on September 11, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant, ANC 2E, CAG, Micheline Klagsburn, Samuel Freeman, and Dawn Crafton have entered into a Settlement Agreement (Agreement), dated September 9, 2024, 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; Vice Chairperson Cristopher Matthews, on behalf of ANC 2E; Paul Williams, on behalf of CAG; Micheline Klagsburn; Samuel Freeman; and Dawn Crafton; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E, CAG, Micheline Klagsburn, Samuel Freeman, and Dawn Crafton.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 18th day of September 2024, **ORDERED** that:

1. The Application filed by Eat at Creme, LLC, t/a Crème, for a New Retailer's Class CT License, located at 1660 33rd Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, Micheline Klagsburn, Samuel Freeman, and Dawn Crafton in this matter are hereby **WITHDRAWN**;
3. The Protest of the Group of Five or More Individuals is **DISMISSED**;
4. 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 modifications:

Subsection 4(c)(iii)(2) (Hours of Operation) – The language "The FIFA Men's World Cup" shall be replaced with the language "Any FIFA World Cup."

Subsection 6(b) (Service Standards) – The following language shall be removed: "and Serve Safe regulations" in § 6(b)."

A new Section 19 shall be added to read as follows: "The Citizens Association of Georgetown is a party to this agreement."

The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb66c6d5f09e4e730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.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).

This Settlement Agreement (“Agreement”) is made on the 9th day of September 2024 by and between Eat at Crème LLC (“the Applicant”) with Advisory Neighborhood Commission 2E (“the ANC”) and the listed abutting neighbors to the property at 1660 33rd St. NW, also referred to collectively as the “Parties”.

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage and Cannabis Administration with License Number ABRA-128670 for the issuance of a new Class C Tavern license (the “License”) for the Premises located at 1660 33rd St. NW (the “Premises), and

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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 Operations:
 - a. Class C Tavern
3. Occupancy.
 - a. Inside: 25 with seating for 20
 - b. Summer Garden: 10
 - c. For the purposes of occupancy levels, the Applicant’s staff will not be counted towards the maximums.
4. Hours of Operation.
 - a. Inside:
 - i. Sun - Mon: 4:30 pm - 9 pm
 - ii. Tues - Wed: 4:30 pm - 10 pm
 - iii. Thurs: 4:00 pm - 11 pm
 - iv. Fri - Sat: 4:00 pm - 1 am
 - b. Summer Garden:
 - i. Sun - Tues: 4:30 pm - 9pm
 - ii. Wed. - Thurs: 4:30 pm - 10pm
 - iii. Fri-Sat: 4:30 -11pm

c. Holiday Extension of Hours:

- i. On three-day weekends, where a federal holiday falls on the Friday or Monday, the inside and Summer Garden hours for the evening prior to the holiday will be the same as the weekend hours.
- ii. On New Years Eve and Independence Day, the Applicant may remain open with weekend hours
- iii. The Applicant may apply to ABCA for one additional hour for the interior for the following special events:
 1. The Olympics
 2. The FIFA Men's World Cup

5. Summer Garden.

- a. The Summer Garden will not be used until the Applicant constructs a wooden (or equivalent material) lattice fence measuring at least 8 feet tall from the deck floor between the Applicant's property and the property of 1662 33rd St. NW. The fence must extend the length of the Summer Garden from the rear of 1660 33rd St. NW to the brick garage on the western edge of the property. No fencing or other materials will be attached to the brick garage. This fence should function to protect the privacy and security of the abutting neighbors without substantially blocking daylight. For this reason it should be sturdily built with a lattice design and greenery which will be evergreen and maintained in good order at all times and seasons.
- b. The Applicant will add greenery and trellises on the south sides of the Summer Garden to block the view of patrons and employees into the back patios and interior residences on 33rd St. and Dent Pl; the greenery will be evergreen and will be maintained in good order at all times and seasons.
- c. All lights in the Summer Garden will be pointed downward into the Summer Garden and away from any other properties. At no times shall any light on the backside of the premises shine into residents' properties.
- d. No smoking or vaping will be allowed in the Summer Garden by employees or patrons at any time, whether the tavern is open or not.
- e. No recorded or live music will be allowed at any time in the Summer Garden until the Applicant constructs a permanent structural roof over the Summer Garden. The roof shall be capable of fully covering the Summer Garden. At the point at which such a roof is constructed, the Applicant will be allowed to play quiet recorded background music in the Summer Garden. This music will be subject to the same noise restrictions contained in paragraph 7, below. In particular, it will not be audible from the exterior of the surrounding properties.

- f. No televisions or other video screens will be permitted in the Summer Garden at any time.
 - g. The door between the inside and Summer Garden will remain closed at all times except to allow patrons and employees to pass between.
- 6. Service Standards.
 - a. No pitchers of beer or other multi-service containers containing beer will be sold to patrons at any time
 - b. All DC alcohol and Serve Safe regulations will be followed.
- 7. Noise.
 - a. No music played inside or other noise, either amplified or not amplified, coming from the inside of the premises or the Summer Garden shall be audible either on the street in front of the premises or from within the surrounding residences.
 - b. Doors of the premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the premises.
 - c. Applicant shall play only recorded background music inside the premises that will not be audible from outside the surrounding residences.
 - d. Following the construction of a permanent roof for the Summer Garden in compliance with paragraph 5, above, the Applicant shall be permitted to play only quiet, recorded background music in the Summer Garden that will not be audible from outside surrounding properties.
- 8. Patrons and Employees.
 - a. Applicant shall encourage employees to leave the Premises as soon as reasonably possible after the end of daily operations and to do so in an orderly manner.
 - b. Applicant shall maintain a clearly visible sign, measuring a minimum of 8.5" x 11" with letters that are at least 4" high, at the exit of the premises, which encourage its patrons to be respectful of the surrounding neighbors and to leave in a quiet orderly manner. A second sign, the same size and with same size lettering, shall be posted at the exit to the Summer Garden, encouraging respect for the quiet and privacy of the neighbors.
 - c. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise or loitering in the area immediately outside the establishment and the 1600 block of 33rd St, including in the triangle park in front of 1662 33rd Street.
 - d. Applicant shall prohibit its employees from smoking in the locations immediately outside the premises along 33rd St.

- e. Applicant will strongly discourage patrons from smoking outside the premises along 33rd St.

9. Ingress and Egress.

- a. All patrons and staff shall use the designated front entrance as the ingress and egress given it is the only official entrance and exit.

10. Business.

- a. No promoters will conduct business on the premises.
- b. Cover charges will never be collected to enter the premises or partake in the Applicant's offerings.
- c. Alcohol sales will end 30 minutes prior to the closing of the establishment. Alcohol sales in the Summer Garden will end 30 minutes prior to the closing of the Summer Garden.

11. Private or Catered Events.

- a. Any private or catered events will comply with all the terms of this settlement agreement. Additionally, a manager for the Applicant will be present at all times and shall remain responsible for the operations of the establishment.
- b. Any trash or food waste associated with a private or catered event will be promptly taken away by the event host or caterer following the event and will in no circumstances be left outside the premises.

12. Deliveries.

- a. No deliveries shall be made from vehicles parked illegally on 33rd St. Applicant is encouraged to use the commercial vehicle parking spot at the corner of Reservoir and 33rd Street.

13. Trash Pick-up and Removal

- a. Trash pick-up will occur one time per day, six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather.
- b. Applicant will store trash inside the establishment at all times except before pick-up.
- c. Applicant shall store all trash and recycling in rodent-resistant receptacles capable of being sealed with tight-fitting lids. Applicant shall assign a staff member to inspect the area where trash is being stored to ensure that the lids

are tightly closed and the area around the receptacles is clean at the end of operations.

- d. Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside the establishment the least amount of time as feasibly possible.
- e. Applicant will not store trash or recycling in the Summer Garden.
- f. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am.
- g. Trash shall not be scheduled for pick-up between the hours of 10pm and 7am.
- h. The public space in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicants staff at least once a day when the business is operating.
- i. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness,
- j. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.
- k. Applicant will permit the Georgetown BID vermin abatement program to provide supplemental vermin and pest control for the Premises upon reasonable notice to the Applicant.

14. Public Complaint Log.

- a. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

15. Signed Acknowledgement by Staff and Management

- a. Upon employment, each member of the Applicant's staff (including the manager) will review a copy of this Settlement Agreement and sign a form acknowledging that they have read and agreed to abide by this Settlement Agreement. These forms will be maintained the length of the employee's employment.

16. Point of Contact.

At all times at least one member of the Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighbors. This Point Person shall understand the terms of this Agreement; be empowered to act at all times to enforce the terms set forth herein; and will contact Applicant's owner(s) as the situation necessitates. All neighbors reserve the right to call the police if they deem it necessary.

17. Notice & Opportunity to Cure

In the event that any of these parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure. Reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within a ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence to and diligently pursue to cure within ten (10) days), or repeatedly breaches this agreement, such failure and/or repetition shall constitute a cause for filing a complaint with the ABC Board.

18. Binding Settlement.

- a. This agreement shall be binding upon and enforceable against the Licensee and any successors of the Applicant.

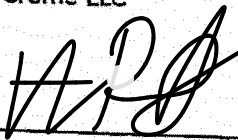
In consideration of the agreements set forth above, ANC2E, and the abutting neighbors shall, upon approval of this agreement by the Alcoholic Beverage and Cannabis Administration, agree to withdraw their current Protest to the application for a new License at the Premises. Future failure of the Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitions, however, Protestants shall notify the Applicant of any perceived violations and afford the Applicant at least ten (10) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

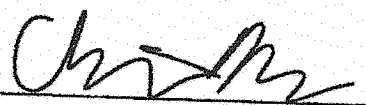
Applicant:

Eat at Crème LLC

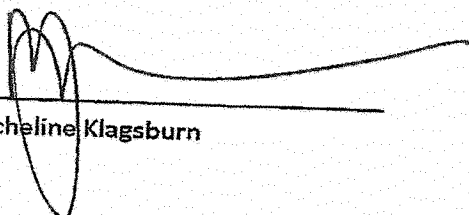
By 
Rassam A. Rad, Owner

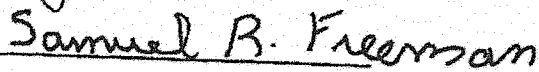
Protestants:

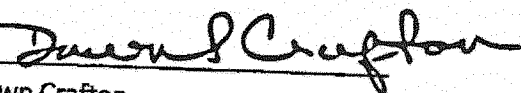
Advisory Neighborhood Commission 2E

By 
Christopher Mathews ANC2E02

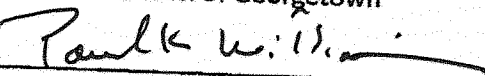
Abutting Neighbors

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Citizens Association of Georgetown

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