

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

In the Matter of:

Curry & Pie, LLC
t/a Curry & Pie in Georgetown

Application for a New
Retailer's Class CR License

at premises
1204 34th Street, NW
Washington, D.C. 20007

License No.: ABRA-123321
Order No.: 2023-050

Curry & Pie, LLC, t/a Curry & Pie in Georgetown, Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Tara Sakraida Parker, President, The Citizens Association of Georgetown (CAG)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Curry & Pie, LLC, t/a Curry & Pie in Georgetown (Applicant), Applicant for a new Retailer's Class CR License, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated January 19, 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; Commissioner Mimsy Lindner, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 1st day of February 2023, **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:

Subsection 5(a) (Service Standards) – This Subsection shall be removed.

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43c50e856c580e427000201cc58

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5c70e3727220646e8218332522943cc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2b5d2fca57be146d714b73bc07917d2cc

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e21845e1f0e4010155e5c12781cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82c728975528447491b5c8c3a41809

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda71f9f040ec14adeb52541ce5

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 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).

Curry and Pie
1204 34th Street NW

SETTLEMENT TERMS

This Settlement Agreement (Agreement”) is made on 19th day of January 2023 by and between Curry and Pie (“the Applicant”) with Advisory Neighborhood Commission 2E (ANC2E) and the Citizens Association of Georgetown (CAG), also referred to collectively as the “Parties”.

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration with License Number for ABRA 123321 for the issuance of a new Class “C” Restaurant License (the “License”) for the premises located at 1204 34th Street NW (“the Premises”), and

Whereas the Parties wish to enter into a Settlement Agreement pursuant to DC Official Code sec. 25-446 to address concerns related to peace, order, quiet and traffic/vehicular safety

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 Restaurant

3) OCCUPANCY

a) Inside: Maximum allowed by Certificate of Occupancy

b) Summer Garden: NA

4) HOURS OF OPERATION

a) Inside Dining room:

CURRY and PIE
Settlement Terms
Page 2

- i. Sunday- Thursday 10:00 am - 10:00p m
- ii. Friday – Saturday 10:00 am - 11:00 pm
- b) Summer Garden: NA
- c) Sidewalk Café: NA
- d) Exceptions to the standard operating hours shall be granted for:
 - i. In the even the Council of the District of Columbia of the ABC Board grants licensees in general extended operating hours for specific occasions, such as inauguration, Applicant may avail itself of such extended hours.
 - ii. January 1 or each year Applicant may operate for one additional hour or other special events

5) SERVICE STANDARDS

- a) All DC alcohol and Serve Safe regulations will be followed

6) NOISE

- a) No music played inside or other noise, either amplified or not amplified, coming from inside the Premises shall be audible either on the street or in the surrounding residences.
- b) All doors opening to the outdoors 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 will not install any speakers on the exterior of the Premises

7) PATRONS AND EMPLOYEES

- a) Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises.
- b) Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises.
- c) Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises including the establishment will not create a line

to enter the restaurant by using the public sidewalks, rather the establishment will use an on-line reservation system that notifies customers when space is available.

8) 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 Applicants offerings, with the exception of previously announced ticketed, special events; these events will not be more than two events per month unless other such events approved by the protesters.
- c) Alcohol sales will end 30 minutes prior to the closing "last call". However, patrons may remain on the Premises until the end of Hours of Operation.

9) DELIVERIES

- a) Applicant shall require its vendors to make ALL deliveries from a legally parked vehicle.
- b) No double parking to load or unload
- c) Applicant will work to coordinate that No deliveries occur during morning (7:00 am – 9:00 am) or evening rush hour (4:00 pm- 6:30 pm).

10) TRASH PICK UP/REMOVAL AND SNOW REMOVAL

- a) Trash pick-up will occur one time per day, at a minimum of six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather
- b) Trash will be stored in rodent protected designed trash cans
- c) Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside the least amount of time as feasibly possible
- d) Applicant will work to coordinate trash pick-up to NOT be during rush-hour (4:00 pm – 6:30 pm)

- e) Applicant employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8:00pm- 8:00am.
- f) The public space in front of the Premises is to be always kept tidy and litter is to be removed by the Applicants staff at least once a day when the business is operating.
- g) All snow removal regulations will be followed by the Applicant, whether the business is open or closed.
- h) Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness.
- i) 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. The service will visit the establishment at least once per month.

11) PUBLIC COMPLAINT LOG

- a) The Establishments website will prominently feature the name and contact (including email and phone) information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log of 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.
- b) 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, and contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or Establishment.
- c) 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.

- d) Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

12) INGRESS and EGRESS

- a) All patrons shall use the designated front or side alley entrance as the ingress and egress. The front entrance will be considered the official entrance

13) BINDING SETTLEMENT

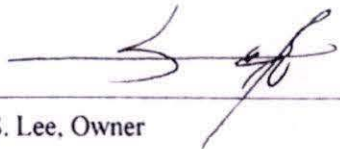
- a) The agreement shall be binding upon and enforceable against the license and any successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcohol Beverage Regulation Administration, withdraw their protests of 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 the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford 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.

CURRY AND PIE
1204 34th Street NW
Washington DC. 20007

By  1-17-2023
Myung S. Lee, Owner date

ADVISORY NEIGHBORHOOD COMMISSON 2E

By  1/19/2023
Mimsy Lindner, Commissioner ANC 2E05 date

CITIZENS ASSOCIATION OF GEORGETOWN

By  1/23/2023
Tara Sakraida, President of CAG date