

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

**In the Matter of:** )  
 )  
Domestique, LLC )  
t/a Domestique )  
 )  
Application for Substantial Change )  
(Transfer to a New Location and Change of Hours) )  
to Retailer's Class A License )  
 )  
at premises )  
10 Florida Avenue, NW )  
Washington, D.C. 20001 )  
 )

Case No.: 18-PRO-00055  
License No.: ABRA-109538  
Order No.: 2018-440

Domestique, LLC, t/a Domestique (Applicant)

Kyle Thomas, President, Bates Area Civic Association (BACA)

- 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 AND  
DISMISSAL OF BACA'S PROTEST**

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The Application filed by Domestique, LLC, t/a Domestique (Applicant), for a Substantial Change for a transfer to a new location from 1447 Maryland Avenue, NE, to 10 Florida Avenue, NW, and change of hours of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 2, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and Bates Area Civic Association (BACA) have entered into a Settlement Agreement (Agreement), dated July 2, 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 Kyle Thomas, on behalf of Bates Area Civic Association, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by BACA.

Accordingly, it is this 11th day of July, 2018, **ORDERED** that:

1. The Application filed by Domestique, LLC, t/a Domestique, for a Substantial Change for a transfer to a new location from 1447 Maryland Avenue, NE, to 10 Florida Avenue, NW, and change of hours of its Retailer's Class A License, is **GRANTED**;
2. The Protest of BACA in this matter is hereby **WITHDRAWN**;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 5 (Security) – Last sentence shall be modified to read as follows:  
“Applicant agrees to cooperate with MPD and other enforcement officials when known or suspected criminal activities occur on or in close proximity to the Premises.”

The parties have agreed to this modification.

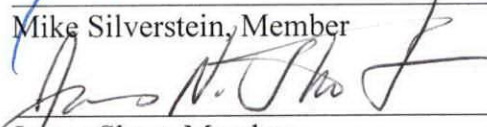
4. Copies of this Order shall be sent to the Applicant and Kyle Thomas, on behalf of Bates Area Civic Association.

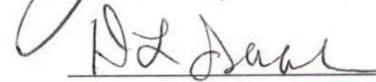
District of Columbia  
Alcoholic Beverage Control Board

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

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

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Donald Isaac, Sr., Member

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Bobby Cato, 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).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) is made on this 2nd day of July 2018 by and between Domestique LLC t/a Domestique (the “**Applicant**”), at 10 Florida Avenue, NW, Washington, D.C. 20001, ABRA License # 109538 and Bates Area Civic Association (the “**Protestant**”), (collectively, the “**Parties**”).

### WITNESSETH

**WHEREAS**, Applicant has filed an application for a Retailer’s Class “A” License, for a business establishment (the “**Establishment**”) located at 10 Florida Avenue, NW, Washington, D.C. 20001 (the “**Premises**”); and

**WHEREAS**, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (the “**ABC Board**”) approve the Applicant’s application conditioned upon the Applicant’s compliance with the terms of this written Agreement.

**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. **Hours of Operation.** Applicant’s hours of operation shall not exceed the following, unless notice is sent to the community and the ABC Board approves:  
  
Sunday through Saturday:                      10:00 A.M. – 10:00 P.M.
3. **Public Space and Trash.** Applicant shall take reasonable measures to keep the areas immediately in front of and adjacent to the Premises clean and free of litter, bottles and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall take reasonable measures to monitor these areas sufficiently to assure that refuse and other materials are promptly removed.
4. **Noise.** Applicant acknowledges familiarity with and agrees to comply with all applicable noise control provisions of DC law and regulations.
5. **Security.** Applicant shall take reasonable measures to provide adequate lighting on the exterior of the Establishment. Applicant shall discourage loitering in the vicinity of the Premises. Applicant agrees to cooperate
6. **Single Sales.** Applicant shall not breakdown six packs or other packaging to sell single beers of 70 ounces or less, but may sell single beers intended by manufacturers to be sold as singles.
7. **Go-Cup Prohibition.** The Applicant will not provide go-cups to anyone, whether for a price or complimentary at no charge. (For purposes of this agreement, go-cups are individual, disposable cups, made of paper, plastic or any hybrid material, which can be used to share beverages poured from larger containers. The parties understand that the purpose of this

prohibition is to discourage group loitering in the vicinity of the premises and to cut down of the amount of liter that might otherwise be generated and the Applicant agrees not to engage in any practice that would circumvent the spirit of this prohibition.)

8. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. Protestant does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
9. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant:                      Domestique, LLC  
   10 Florida Avenue, NW  
   Washington, D.C. 20001  
   Attn: Jeff Segal  
   Email: [jrsegal@gmail.com](mailto:jrsegal@gmail.com)

If to Protestant:                      Bates Area Civic Association  
   Attn: Kyle Thomas  
   Email: [thomkyle@gmail.com](mailto:thomkyle@gmail.com)

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.

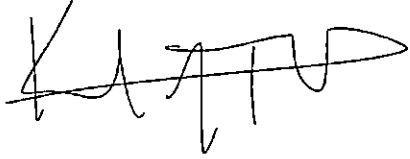
10. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the Protestant shall withdrawal the pending protest.

Applicant: Domestique LLC t/a Domestique

Signature: Jeffrey R. Segal  
   Jeff Segal, Manager

Date: July 2, 2018

Protestant: Bates Area Civic Association

A handwritten signature in black ink, appearing to read 'K. Thomas', written over a horizontal line.

Signature: \_\_\_\_\_  
Kyle Thomas, President

Date: \_\_\_ July 2, 2018 \_\_\_