

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

**In the Matter of:**

Callister Technology and Entertainment, LLC  
t/a Duffy's Irish Pub

Holder of a  
Retailer's Class CT License

at premises  
2153 P Street, NW  
Washington, D.C. 20037

License No.: ABRA-118030  
Order No.: 2022-220

Callister Technology and Entertainment, LLC, t/a Duffy's Irish Pub, Licensee

Matthew Holden, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2B

Susan Volman, on behalf of Dupont Circle Citizens Association (DCCA)

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, 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 Callister Technology and Entertainment, LLC, t/a Duffy's Irish Pub (Licensee), ANC 2B, and DCCA entered into a Settlement Agreement (Agreement), dated March 31, 2022, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Matthew Holden, on behalf of ANC 2B; and Susan Volman, on behalf of DCCA; are signatories to the Agreement.

Accordingly, it is this 11th day of May 2022, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
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: 4240660169407664467000021d0c0f

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ac273f320c6f0c08103334d2940e

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James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d3fca0f0a140c7f6b75ea7617d30d

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Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Alaya Crockett, Member*  
Key: b560a91842a1f9e401d155e5c12f81cc

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Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 821729910500447491850612a41805

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Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f6f0040ec14adeb52541ca5

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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 14<sup>th</sup> 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 31<sup>st</sup> day of March, 2022 by and between Callister Technology and Entertainment LLC, t/a Duffy's Irish Pub, License Number 118030 (the "Establishment"), Dupont Circle Citizens Association ("DCCA"), and Advisory Neighborhood Commission 2B ("ANC2B"), (collectively, the "Parties").

### WITNESSETH

WHEREAS, License Holder holds a Class C Tavern License, Number 118030, for a business establishment ("Establishment") located at 2153 P St NW, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Settlement Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the addition of this Settlement Agreement to the license application conditioned upon the Establishment's compliance with the terms of this written Settlement Agreement.

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 minimize adverse effects on the peace, order, and quiet of the neighborhood and to eliminate the need for a Protest Hearing regarding the license 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 Business.*** The Applicant shall manage and operate a Tavern with an emphasis on food service and a variety of live entertainment, as noted below. Any change from this model shall be considered by both Parties to be a Substantial Change in operation of great concern to residents.
3. ***Hours of Operation and Sales.*** The Establishment's hours of operation and for selling and serving alcohol inside the premises shall be:

Sunday through Thursday 6 a.m. – 2 a.m.

Friday and Saturday 6 a.m. – 3 a.m.

The Establishment shall have an ABRA-certified manager on its premises at all times during operating hours, including for private events.

The Establishment shall be permitted to offer indoor and outdoor entertainment during the following hours.

Indoor: Sunday through Saturday 8 a.m. – 1 a.m.

Outdoor: Sunday through Saturday 10am-10pm with an exception to extend hours 12 times a year for special events such as St. Patrick's Day, New Year's Eve, Weddings, and major sports events.

Except for ABRA-permitted Pub Crawls, the Establishment shall not utilize promoters; nor shall it permit them, or parties organized by them, access to or use of its premises.

Participation in pub crawls shall end not later than 12 a.m.

4. **Floors Utilized and Occupancy.** The Establishment shall be operated on the first floor of the building. The Establishment shall not have more than 99 inside seats and the maximum occupancy of the Establishment shall not exceed 150 persons.
5. **Parking/Valet Arrangements.** The Establishment shall not create or exacerbate parking problems within the ANC boundaries. The Establishment and/or any private event shall not offer valet service at the location.
6. **Sidewalk Café.** The Establishment is permitted to operate a sidewalk café that shall have a maximum capacity of 24 patrons. Should the Establishment desire an increase in café seating capacity it shall do so through the Substantial Change application process for amendment of this Agreement.

Food and beverage service shall be limited to only seated patrons in the café area and takeout.

Establishment shall direct its employees to inspect the sidewalk café area at least once per hour and at closing to ensure cleanliness.

The Establishment shall stack tables and chairs each night at closing.

The Establishment shall not drill into, or permanently affix anything to the brick or sidewalk.

The Establishment shall limit the Sidewalk Café hours of operation for food and alcoholic beverage service to:

Sunday through Thursday: 6 a.m. – 11:30 p.m.  
Friday and Saturday: 6 a.m. – 12 a.m.

Patrons shall depart the sidewalk café area not later than one-half (½) hour after its service hours end.

7. **Noise and Privacy.** The Establishment shall at all times comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent and nearby

residential properties. Establishment agrees to keep its doors and windows closed when live music is being played inside the establishment. If necessary, Establishment shall take reasonable steps to minimize or prevent noise emanating from the opening of the entry or exit doors.

8. **Public Space and Trash.** The Establishment shall keep the sidewalk (up to and including the curb), tree box(es), curb, clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. The Establishment shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Establishment agrees to daily trash and recycling pick up and will investigate use of a trash compactor. Establishment shall ensure that the area around the trash receptacles is kept clean at all times and so that no garbage is placed on abutting properties.
9. **Rats and Vermin Control.** The Establishment shall take appropriate measures for efficacious rat and vermin control on and within its property. The Establishment shall have the area around the Premises properly cleaned at the end of each night to ensure that garbage and odors are not present the following morning.
10. **License Ownership and Compliance with ABRA Regulations.** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC2B shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. **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 30 days of the date of such notice. If the Establishment 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 pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

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.

**Contact information for the Parties to This Agreement.**

If to Applicant:      Attn: Casey Callister  
Callister Technology and Entertainment, LLC  
dba: Duffy's Irish Pub  
2153 P Street NW  
Washington, DC 20036  
(202)-341-0183  
Fax (866-297-8103)  
[casey@deduffys.com](mailto:casey@deduffys.com)

If to DCCA              President  
Dupont Circle Citizens Association  
9 Dupont Circle NW  
Washington, DC 20036  
[president@dupont-circle.org](mailto:president@dupont-circle.org)

If to ANC 2B            Attn: Chair  
Advisory Neighborhood Commission 2B  
9 Dupont Circle NW  
Washington, DC 20036  
[2b@anc.dc.gov](mailto:2b@anc.dc.gov)

**Signatures**

**ESTABLISHMENT:**

**DUPONT CIRCLE CITIZENS  
ASSOCIATION**

Casey Callister

By: Printed Name/ Title

Susan Volman

By: Printed Name



Signature of Licensee or  
Legal Representative



Signature

**ANC 2B:**

Matthew Holden

By: Printed Name



Signature

