

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

In the Matter of:)
)
HLS, Inc.)
t/a Dupont Italian Kitchen)
)
Application for Substantial Change)
to a Retailer’s Class CR License)
)
at premises)
1637 17th Street, NW)
Washington, D.C. 20009)
_____)

Case No.: 24-PRO-00092
License No.: ABRA-008949
Order No.: 2024-614

HLS, Inc., t/a Dupont Italian Kitchen, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Edward Hanlon and Thomas Farah, Designated Representatives, on behalf of Dupont Circle Citizens Association (DCCA), Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF DCCA’S PROTEST**

The Application filed by HLS, Inc., t/a Dupont Italian Kitchen (Applicant), for a Substantial Change to its Retailer’s Class CR License was protested by Dupont Circle Citizens Association (DCCA).

The official records of the Board reflect that the Applicant and DCCA entered into a Settlement Agreement (Agreement), dated August 23, 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 and Edward Hanlon, on behalf of DCCA, are signatories to the Agreement.

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

Accordingly, it is this 4th day of September 2024, **ORDERED** that:

1. The Application filed by HLS, Inc., t/a Dupont Italian Kitchen, for a Substantial Change to its Retailer's Class CR License, located at 1637 17th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of DCCA in this matter is hereby **WITHDRAWN**;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 1 (Entertainment) – This Section shall be modified to read as follows: “The Applicant may have entertainment consisting of singers, karaoke participants, spoken word, and other similar types and styles performances. Live entertainment shall be limited to accompaniment by a single instrument and/or recorded accompaniment. Live entertainment shall not include disc jockeys or live bands. A performer playing a single instrument shall not constitute a live band under this agreement.”

The parties have agreed to this modification.

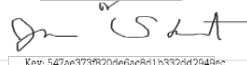
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com

Key: ac430b86c6d5f0e4b730083d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com

Key: 547ae373f520de6ac8d1b3323d2b48ec

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).

**Settlement Agreement between
Dupont Italian Kitchen and Dupont Circle Citizens Association**

This Agreement, entered into this 23rd day of August 2024, by and between Dupont Italian Kitchen (the “Applicant”), and Dupont Circle Citizens Association (“DCCA”), witnesses:

Whereas, the Applicant, located at 1637 17th Street, NW, Washington, DC, has applied for a Substantial Change to expand the licensed premises to include the space next door at 1633 17th Street NW, with an increase in Total Occupancy Load from 119 to 159.

Whereas, the Applicant has taken or intends to take certain measures to ameliorate DCCA’s concerns.

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree that the following provisions shall apply in all respects to both the existing premises at 1637 17th Street NW and also to the expanded premises at 1633 17th Street NW as follows:

1. Entertainment. Entertainment shall consist of karaoke, and or/lounge singer(s), accompanied by a single instrument and/or recorded accompaniment only. Live DJs or bands are not permitted.
2. Food Service Hours. Applicant’s kitchen must remain open and available to serve patrons until one (1) hour prior to the conclusion of any entertainment; i.e. if entertainment concludes at 2:00 am, the kitchen must be open and available to serve patrons until 1:00 am.
3. Noise Abatement. Windows and doors to the section of the establishment containing entertainment shall remain closed during entertainment hours.
4. Public Space. No entertainment shall be allowed outdoors or in public space.
5. Modification and Transfer. This agreement can be modified only upon written notice by the ABC Board, or by mutual agreement of all the parties and with written approval of the ABC Board.

APPLICANT:

Dupont Italian Kitchen



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Michael Askarinam

PROTESTANT:

Dupont Circle Citizens Association



Edward Hanlon, President