

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

<b>In the Matter of:</b>	)	
	)	
Pacific District Lessee Corporation	)	
t/a Eaton DC	)	
	)	
Holder of a	)	
Retailer's Class CH License	)	License No.: ABRA-095442
	)	Order No.: 2019-646
at premises	)	
1201 K Street, NW	)	
Washington, D.C. 20005	)	

Pacific District Lessee Corporation, t/a Eaton DC, Licensee

John Fanning, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, 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 Pacific District Lessee Corporation, t/a Eaton DC (Licensee), and ANC 2F entered into a Settlement Agreement (Agreement), dated September 4, 2019, 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 and Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 18th day of September, 2019, **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 Licensee and ANC 2F.

District of Columbia  
Alcoholic Beverage Control Board

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

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

  
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Bobby Cato, Member

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Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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 ("Agreement") is made on this 4th day of September 2019, by and between ~~Pacific District Lessee Corporation, v/a Eaton DC~~ ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F") (collectively, "Parties").

### RECITALS

- (a) WHEREAS, Applicant holds a Retailer's Class C Hotel ABC license, ABRA-095442 ("License"), at 1201 K Street, NW, Washington, DC ("Premises") with the following hours:
- *Hours of Operation:* 24 hours daily;
  - *Hours of Sales, Service, and Consumption of Alcoholic Beverages:*
    - Sunday: 10:00am – 2:00am;
    - Monday through Thursday: 8:00am – 2:00am; and
    - Friday & Saturday: 8:00am – 3:00am;
- (b) WHEREAS, Applicant has applied to add Entertainment, Dancing, and Cover Charge Endorsements to its License on the interior Premises only;
- (c) WHEREAS, during its July 17, 2019 monthly meeting, ANC's ABRA Policy Committee voted unanimously to recommend that the ANC support Applicant's application for Entertainment, Dancing, and Cover Charge Endorsements and to support a stipulated ABC license application for those endorsements;
- (d) WHEREAS, during its properly noticed, public meeting on August 15, 2019, ANC voted 5-0-1 to support the Applicant's Entertainment, Dancing, and Cover Charge Endorsements application;
- (e) WHEREAS, Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (f) WHEREAS, in lieu of contested protest proceedings regarding the Applicant's Entertainment, Dancing, and Cover Charge Endorsements application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Applicant manages and operates the guestrooms and in-room dining associated therewith, banquet rooms, conference rooms, event spaces, and co-working spaces of the Eaton DC Premises. Any change from this model may prior approval by the ABC Board. Applicant does not have a sidewalk cafe or summer garden endorsement. Parties acknowledge that the remaining portions of the hotel, including the restaurants and other food and beverage outlets, are operated by and licensed under a separate Retailer's Class C Restaurant ABC license held jointly by 1201 K Street F&B Tenant LLC and PDS DC F&B Partner, LLC (ABRA-114044).

3. Hours of Entertainment, Dancing, and Cover Charge Endorsements.
  - a. Applicant's hours of Entertainment, Dancing, and Cover Charge Endorsements will not exceed the following:
    - i. Sunday: 10:00am – 2:00am;
    - ii. Monday through Thursday: 8:00am – 2:00am; and
    - iii. Friday & Saturday: 8:00am – 3:00am;
  - b. Exceptions to the standard hours shall be granted for:
    - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate and permit the sales, service, and consumption of alcoholic beverages for one additional hour (that is, one hour later);
    - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and
    - iii. On January 1 of each year Applicant may operate and permit the sales, service, and consumption of alcoholic beverages for an additional hour later.
4. Noise.

Applicant shall adhere to DC Code § 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment.
5. Public Space and Trash: Applicant shall keep the adjacent sidewalk (up to and including the curb), tree boxes and alley free of litter and debris in compliance with DC Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.
6. Patrons.
  - a. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart; and
  - b. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Premises and urge quiet and decorum by patrons upon exiting the Premises.
7. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
8. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
9. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting

promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at [www.ANC2F.org](http://www.ANC2F.org).

10. **License Ownership.** Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
11. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors of the Applicant.
12. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Pacific District Lessee Corporation  
c/o Eaton DC  
1201 K Street, NW  
Washington, DC 20005  
Attn: Karen Thomas, Vice President

If to the ANC: Advisory Neighborhood Commission 2F  
5 Thomas Circle, NW  
Washington, DC 20005  
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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.

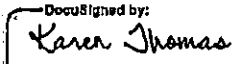
*[signatures on following page]*

**ADVISORY NEIGHBORHOOD COMMISSION 2F**

By:   
John Fanning, Chairman

9/12/2019 \_\_\_\_\_  
Date

**PACIFIC DISTRICT LESSEE CORPORATION**

By:   
Karen Thomas, Vice President

9/4/2019 \_\_\_\_\_  
Date