

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

In the Matter of:)
)
1218 Wisconsin Incorporated)
t/a El Centro D. F.)
)
Applicant for a Renewal of a)
Retailer's Class CR License)
)
at premises)
1218 Wisconsin Avenue, NW)
Washington, D.C. 20007)
)

Case No.: 22-PRO-00064
License No.: ABRA-000604
Order No.: 2022-710

1218 Wisconsin Incorporated, t/a El Centro D. F., Applicant

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

Kevin Kozlowski, Designated Representative, on behalf of a Group of Five or More
Individuals, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF PROTESTS**

The Application filed by 1218 Wisconsin Incorporated, t/a El Centro D. F. (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 11, 2022, and a Protest Status Hearing on September 14, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, CAG, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated October 5, 2022, 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; Tara Sakraida Parker, on behalf of CAG; and Kevin Kozlowski, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by CAG and the Group of Five or More Individuals of this Application.

Accordingly, it is this 19th day of October 2022, **ORDERED** that:

1. The Application filed by 1218 Wisconsin Incorporated, t/a El Centro D. F., for renewal of its Retailer's Class CR License, located at 1218 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of CAG and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 61432656194271426790306141008

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ee713822066ac811300420404e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fcadfb146d719b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e61845e1f9e42161b5e5c12f01cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 62172031f555447491655822a418f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f6040ec14adeb52541ce5

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 5th day of October, 2022 by and between 1218 Wisconsin Incorporated t/a El Centro D.F., ABRA License #00064 ("Applicant") and the Citizens Association of Georgetown ("CAG") and Group of 5 or more residents (the "Group of 5") (together the "Protestants"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for the renewal of its Retailer's Class "C" Tavern #00064 for a business establishment ("Establishment") located at 1218 Wisconsin Avenue, NW, Washington, D.C. ("Premises");

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 the effect on (i) peace, order, and quiet of the neighborhood, (ii) real property values, residential parking needs and vehicular and pedestrian safety, and (iii) to eliminate the need for a Protest Hearing regarding the license application.

WHEREAS, the settlement agreement signed on September 27, 2013 between the Applicant, Advisory Neighborhood Commission 2E, and CAG remains in full force and effect;

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. **Signage.** Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.
3. **Security.** Applicant shall submit a security plan to ABRA pursuant to D.C. Code § 25-402 within 30 days of this Agreement. Applicant shall also participate in the Reimbursable Detail Subsidy Program (the "Program") on Fridays or Saturdays. It is the intent of the parties that the Program participation date shall be Saturdays unless there is a special circumstance wherein the Applicant would, based on their business judgment, anticipate a larger crowd on a Friday (for example, if New Year's Eve falls on a Friday). Applicant shall make a request to the Program weekly, or per the Program's requirements.
4. **Communications/Contact.** Applicant agrees to designate at least one individual staff member or manager to address specific concerns or issues raised by the community. Specifically, Applicant will provide the Protestants with the name and contact information for a manager on site and a specific individual that can address immediate noise or safety concerns.

5. **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. Any notices required to be made under this Agreement shall be in writing and emailed, mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses:

If to Applicant: 1218 Wisconsin Incorporated
t/a El Centro D.F.
1218 Wisconsin Avenue, NW
Washington, DC 20007
Attn: Richard Sandoval
Email: richard@richardsandoval.com

If to CAG: Citizens Association of Georgetown
1058 30th St NW, Washington, DC 20007
Attn: Tara Sakraida Parker, President
cag-president@cagtown.org

If to the Group of 5: Kevin Kozlowski, designated representative
Group of 5 or more
kozlowski.kevin@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.

8. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

CAG

Tara Sakraida
By:

Group of 5 or more:


By: Kevin Kozlowski, designated representative

APPLICANT:

1218 Wisconsin Incorporated t/a El Centro D.F.
By: Richard Sandoval, member

5. **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. Any notices required to be made under this Agreement shall be in writing and emailed, mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses:

If to Applicant: 1218 Wisconsin Incorporated
t/a El Centro D.F.
1218 Wisconsin Avenue, NW
Washington, DC 20007
Attn: Richard Sandoval
Email: richard@richardsandoval.com

If to CAG: Citizens Association of Georgetown
1058 30th St NW, Washington, DC 20007
Attn: Tara Sakraida Parker, President
cag-president@cagtown.org

If to the Group of 5: Kevin Kozlowski, designated representative
Group of 5 or more
kozlowski.kevin@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.

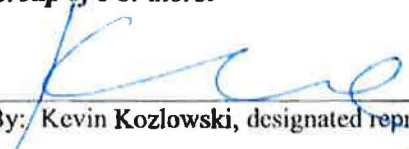
8. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

CAG

Group of 5 or more:

By: _____

By:  Kevin Kozlowski, designated representative

APPLICANT:

AJ Guy

1218 Wisconsin Incorporated t/a El Centro D.F.
By: Richard Sandoval, member, Director of
Operations