

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

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|) | |
| In the Matter of: |) |
| |) |
| Manhattan Laundry DC, LLC |) |
| t/a Franklin Hall |) |
| |) |
| Holder of a |) |
| Retailer's Class CT License |) |
| |) |
| at premises |) |
| 1346 Florida Avenue, NW |) |
| Washington, D.C. 20009 |) |
| |) |

License No.: ABRA-103899
Order No.: 2022-636

Manhattan Laundry DC, LLC, t/a Franklin Hall, Licensee

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

Mike Schwartz, President, Meridian Hill Neighborhood Association (MHNA)

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

ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Manhattan Laundry DC, LLC, t/a Franklin Hall (Licensee), ANC 2B, and MHNA entered into a Settlement Agreement (Agreement), dated December 1, 2016, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (Amendment), dated August 18, 2022, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson James Turner, on behalf of ANC 1B; and Mike Schwartz, on behalf of MHNA; are signatories to the Amendment.

Accordingly, it is this 31st day of August 2022, **ORDERED** that:

1. The above-referenced First Amendment to Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement not amended by the First Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a2c2a5426618f5e427300041a008

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: b474a372f2020fca9810004420444c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca0fb9146d774b75ba7917420d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845a18e4016135e5e12f81e3

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217201f0504474916505c2a418f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd47f892040ec14adeb52941ce5

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).

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN MANHATTAN LAUNDRY DC LLC
(ABRA-103899) AT 1346 FLORIDA AVENUE, NW, ADVISORY NEIGHBORHOOD COMMISSION 1B,
AND MERIDIAN HILL NEIGHBORHOOD ASSOCIATION**

THIS AMENDMENT #1 to the SETTLEMENT AGREEMENT ("Agreement") is made on this ____ day of May 2022 by and between Manhattan Laundry DC LLC t/a Franklin Hall (ABRA-103899) at 1346 Florida Avenue, NW ("Licensee" or "Applicant"), Advisory Neighborhood Commission 1B ("the ANC"), and the Meridian Hill Neighborhood Association ("MHNA") (collectively, the "Parties"). This amendment updates the Agreement dated December 1, 2016, and modified and approved by ABC Board Order No. 2017-150 dated March 22, 2017.

R E C I T A L S

WHEREAS, the Parties entered into a Settlement Agreement dated December 1, 2016, for a Retailer's Class C Tavern ABC License at 1346 Florida Avenue, NW, ABRA License #103899;

WHEREAS, the Agreement dated December 1, 2016 provided for the following Occupancy:

"The establishment shall have a maximum occupancy of 232. The summer garden shall have a maximum occupancy of 24. Applicant shall post its Certificate of Occupancy in public view at all times."

WHEREAS, Licensee would like to expand its interior premises to include the adjacent property on its east side ("expanded premises") and increase its maximum interior occupancy;

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Settlement Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Settlement Agreement and Board Order and ABC License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Paragraph 1(b)** is stricken entirely and replaced with the following:

"The establishment shall have a maximum interior occupancy of 368. The summer garden shall have a maximum occupancy of 24. Applicant shall post its Certificate of Occupancy in public view at all times."

3. **New Paragraph 3(i)** added:


"Applicant shall not use the main door on Florida Avenue on the expanded premises for regular ingress and egress. The main door on the expanded premises shall only be used by patrons for emergency egress except during a private event being held on the expanded premises."

premises. During a private event, only attendees of the private event shall use that door for ingress and egress."


4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Settlement Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

Licensee:

Manhattan Laundry DC LLC t/a Franklin Hall

By:  Date: 6/16/22

ANC 1B:

By:  Date: 5/7/2022
James Turner, Chair, ANC1B

MHNA:

By: _____ Date: _____

premises. During a private event, only attendees of the private event shall use that door for ingress and egress."

4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Settlement Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

Licensee:

Manhattan Laundry DC LLC t/a Franklin Hall

By: _____ Date:

ANC 1B:

By:  _____ Date: 5/7/2022

James Turner, Chair, ANC1B

MHNA:

By:  _____ Date: 8/18/22
Mike Schwartz, President