

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

**In the Matter of:** )  
 )  
ANB with Double H, LLC )  
t/a French 75 )  
 )  
Application for a New )  
Retailer's Class CT License )  
 )  
at premises )  
1400 14th Street, NW )  
Washington, D.C. 20005 )  
\_\_\_\_\_ )

Case No.: 18-PRO-00004  
License No.: ABRA-108192  
Order No.: 2018-138

ANB with Double H, LLC, t/a French 75 (Applicant)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F (Protestant)

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
ANC 2F'S WITHDRAWAL OF PROTEST**

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The Application filed by ANB with Double H, LLC, t/a French 75, for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 5, 2018, and a Protest Status Hearing on March 14, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated March 15, 2018, that governs the operation of the Applicant's establishment.

Accordingly, it is this 4th day of April, 2018, **ORDERED** that:

1. The Application filed by ANB with Double H, LLC, t/a French 75, for a new Retailer's Class CT License, located at 1400 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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 7 (Entertainment Enforcement) – The language “does not exceed 55db at the roof's edge” shall be replaced with the language “cannot be heard in the neighboring community.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia  
Alcoholic Beverage Control Board

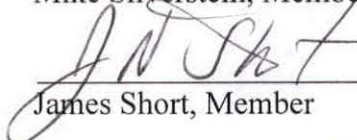


Donovan Anderson, Chairperson

Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 15<sup>th</sup> day of March, 2018, by and between ANB with Double H, LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

### RECITALS

(a) Applicant has applied for a Retailer Class Tavern ("CT") License (the "License") for a business establishment ("Establishment") located at 1400 14<sup>th</sup> Street, NW, Second Floor & Seventh Floor, Washington, D.C. (the "Premises"); and,

(b) 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,

(c) In lieu of contested protest proceedings regarding the 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. The applicant will manage and operate a bistro style cocktail lounge. Any change from this model is of great concern to the community and may require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
  - a. Alcohol sales shall end 30 minutes prior to closing.
  - 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 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;
    - iii. And, on January 1 of each year Applicant may operate for one additional hour.
  - c. Standard hours shall be no later than:
    - i. Sunday – Thursday: closing by 1:45am
    - ii. Friday – Saturday: closing by 2:45am
4. Seventh Floor / Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license, provided total occupancy (seated and standing) of the seventh floor / summer garden shall not exceed 95 persons. Patrons in the rooftop summer garden may be served only during the hours below, notwithstanding the provisions set forth in Item 5 (Noise). The summer garden shall otherwise be free of patrons.

Sunday – Thursday: closing by 12:00 am

Friday – Saturday: closing by 1:30 am

5. **Noise.** Applicant shall adhere to DC Code 75-725 with respect to emanation of noise from the establishment. Applicant will take reasonable steps to ensure that no excess noise or music from the establishment is heard in any residential premises. Thirty days after the summer garden has opened or upon the request of the ANC, Applicant agrees to perform a third-party sound test in no more than three neighboring residences chosen by the parties to this Agreement, to ensure adherence.

Noise complaints by the parties to this Settlement Agreement shall be made first to the Applicant, with an opportunity to cure the complaint within seventy two (72) hours as required in Section 17. If the complaint is not cured within seventy two (72) hours, parties to this Agreement may file a noise complaint with ABRA. In the event that the complaint cannot be cured completely within seventy two (72) hours, Applicant must demonstrate good faith efforts to begin to cure the complaint and give a timeline for the completion of the cure to the ANC. If at any time during a consecutive 6 month period, Applicant is assessed two or more violations of Section 25-725 of the ABRA Civil Penalty Schedule that are attributed to the outdoor hours and operation of the seventh floor / summer garden; the outdoor hours will revert to the following:

- Sunday – Thursday: closing by 11 pm
  - Friday – Saturday: closing by 12 am
6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley reasonably free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall also provide cigarette urns and cigarette butt receptacle wherever patrons gather to smoke. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
  7. **Entertainment Endorsement.** No live music, no DJ, no dance floor will be permitted in any portion of the seventh floor / summer garden. Pre-recorded lounge music is allowed. On the seventh floor/summer garden, the speaker volume will be regulated so that music from the roof, (in accordance with the Noise Control Act, Chapter 27 of Title 20,) does not exceed 55db at the roof's edge.
  8. **Rat and Vermin Control.** Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
  9. **Patrons.** Applicant shall take reasonable steps, including a posted notice requesting patrons respect nearby residences as they depart at closing.

10. Manager's Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log within the establishment to document any significant issue relating to the operation, including, but not limited to, complaints of noise, security, trash, incidents, violence, crime, and/or operating hours. The log shall include, for each separate incident, to the extent provided by any related parties, the name of the parties, the date of the incident, any contact information provided by the parties, the nature of the incident, and the response taken by the Applicant or the Establishment, if required. Applicant shall make the Manager's log available to the Board for inspection and copying upon reasonable advance request.
11. 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.
12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
13. 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).
14. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board as required by law. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
16. 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.
17. 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 thirty (30) 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 thirty (30) days to cure, efforts to cure the breach have not been commenced—the non-breaching party may seek any and all resolutions allowed by the

ABC Board pursuant to D.C. Official Code § 25-447. 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: ANB with Double H, LLC  
Ian Hilton  
909 U Street, N.W.  
Washington, DC 20001


Copy to: Candace Fitch, Esq.  
2009 14<sup>th</sup> Street, N.W.  
Washington, DC 20009

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.

Advisory Neighborhood Commission 2F

BY:   
John Fanning, Signatory

Group of Five  
BY:   
Timothy Hillard, Signatory

ANB with Double H, LLC  
BY:   
Ian Hilton, Managing Member