

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

In the Matter of:

Glory, LLC
t/a Glory

Applicant for a New
Retailer's Class CR License

at premises
2406 18th Street, NW
Washington, D.C. 20009

Case No.: 21-PRO-00087
License No.: ABRA-119052
Order No.: 2021-746

Glory, LLC, t/a Glory, Applicant

Amir Irani, Chairperson, Advisory Neighborhood Commission (ANC) 1C, Protestant

Denis James, President, Kalorama Citizens Association (KCA)

Nikolai Maljuznic, Resident

John L. Hargrove, Resident

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 ANC 1C'S PROTEST**

The Application filed by Glory, LLC, t/a Glory (Applicant), for a new Retailer's Class CR License, was protested by ANC 1C.

The official records of the Board reflect that the Applicant, ANC 1C, KCA, Nikolai Maljuznic, and John L. Hargrove have entered into a Settlement Agreement (Agreement), dated October 31, 2021, 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; Chairperson Amir Irani, on behalf of ANC 1C; Denis James, on behalf of KCA; Nikolai Maljuznic; and John L. Hargrove; are signatories to the Agreement.


This Agreement constitutes a withdrawal of the Protest filed by ANC 1C.

Accordingly, it is this 10th day of November 2021, **ORDERED** that:

1. The Application filed by Glory, LLC, t/a Glory, for a new Retailer's Class CR License, located at 2406 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1C in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

Signed via DocuSign
Key: 2c432b65c1c15186e4730933d4008




Donovan Anderson, Chairperson

Signed via DocuSign
Key: 5d7e077077c06c81b3320247403



James Short, Member

Signed via DocuSign
Key: 7ed026a17d169c74b70b12d19c07d




Bobby Cato, Member

Signed via DocuSign
Key: 5b60e5184be18a4016156be1201c0



Rafi Crockett, Member

Signed via DocuSign
Key: 82c720317c3e44749185c9b2a4150



Jeni Hansen, 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 CONCERNING ISSUANCE
OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 31st day of October, 2021, by and among Glory LLC, trading as Glory, (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association (hereinafter "KCA"), and individual parties Nikolai Maljuznic, John L. Hargrove and _____, (collectively, the "Parties"), witnesseth:

Whereas, Applicant has applied for a Retailer's Class "C" Restaurant license, to be located at 2406 18th Street, NW, license number ABRA-119052.

Whereas, the restaurant is located within the boundaries of ANC 1C and KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C, KCA and the individual parties, and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C, KCA and the individual parties will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections shall be offered to patrons. The kitchen shall be equipped with, at a minimum, a stove, sink, dishwasher and refrigerator, shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times in accordance with the hours shown below in provision 2.

2. Hours of operation shall not exceed:

Inside:

Sunday through Thursday: 10 am - 12 midnight

Friday and Saturday: 10 am - 2 am

The parties agree that as of the date of execution of this agreement there is no Sidewalk Cafe at 2406 18th Street, NW.

The Parties agree that entry into the establishment by patrons shall be only through the floor-to-ceiling glass doors to the left in front of the building. Further, no patrons or restaurant staff shall be allowed entry to the stair-hall at the right of the building front that leads to the upstairs residential apartments at 2406 18th Street, NW.

3. Occupancy

The total occupancy load inside the establishment shall be 98 with a seating capacity of 98.

4. Entertainment

There shall be no live entertainment or cover charge at the establishment.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space, or private space controlled by the establishment, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

(c) Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

Applicant shall paint the name of the licensed establishment on all of its trash, recycling and grease containers and keep all such containers locked except when trash, recycling and/or grease are being added, or the containers are being cleaned by employees of the licensed establishment.

(a) Applicant shall maintain regular trash/garbage removal service with pickups each day of operation, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose, and maintain the services of a grease removal company.

(d) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

7. Exterior including public space

(a) Applicant shall assist in the maintenance of the rear yard and alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not use promoters in any connection with the establishment.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

10. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

11. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C,

any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

For Glory, LLC

By: Eddie Jones 10/31/21
Signature above Date

Eddie Jones Manager/Owner
Print name and title above

For Advisory Neighborhood Commission 1C

By: Amir Irani 11/3/21
Signature above Date

Amir Irani, Chairperson
Print name and title above

For Kalorama Citizens Association

Denis James 10-31-2021
Denis James, President Date

Individual Parties

N. L. Maljuzic 11-1-2021
Nikolai Maljuzic Date

John L. Hargrove 11-1-21
John L. Hargrove Date

Date