

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

In the Matter of:	)	
Zinat, Inc.	)	
t/a Johnny Pistolas	)	
Holder of a	)	License No.: ABRA-060401
Retailer's Class CR License	)	Order No.: 2022-944
at premises	)	
2333 18th Street, NW	)	
Washington, D.C. 20009	)	

Zinat, Inc., t/a Johnny Pistolas, Licensee

Fiona Clem, Chairperson, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, on behalf of Kalorama Citizens Association (KCA)

Romaine Johnson, Vice-President, on behalf of Reed-Cooke Neighborhood Association (RCNA)

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

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**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Zinat, Inc., t/a Johnny Pistolas, (Licensee), ANC 1C, KCA, and RCNA entered into a Settlement Agreement (Agreement), dated October 2, 2013, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the

Parties' Amendment to Settlement Agreement (Amendment), dated June 1, 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 Fiona Clem, on behalf of ANC 1C; Denis James, on behalf of KCA; and Romaine Johnson, on behalf of RCNA; are signatories to the Amendment.

Accordingly, it is this 7th day of December 2022, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee'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 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 SeallessDoc.com  
*Donovan Anderson*  
Key: 2A4738055045B0648730000144011

Donovan Anderson, Chairperson

eSigned via SeallessDoc.com  
*James Short*  
Key: 547ec9735023e02e8e11032607040c7

James Short, Member

eSigned via SeallessDoc.com  
*Bobby Cato*  
Key: 20802fca03ba14607f075a07817a20c0

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeallessDoc.com  
*Jeni Hansen, Member*  
Key: 827200155044740150960448105

Jeni Hansen, Member

eSigned via SeallessDoc.com  
*Edward S. Grandis, Member*  
Key: 5027b1a7f0f05025e14a9b52541e0f5

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 14<sup>th</sup> 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 CONCERNING LICENSE TO SELL ALCOHOLIC BEVERAGES**

This first amendment to the in-force Settlement Agreement between Advisory Neighborhood Commission 1C, (ANC 1C), the Kalorama Citizens Association, (KCA), the Reed-Cooke Neighborhood Association (RCNA), and the Applicant, Zinat, Inc., 2333 18th Street, NW, ABRA License number 06041, is made this 1st day of June, 2022.

The original Settlement Agreement was approved by the DC ABC Board on October 23, 2013 by Board Order number 2013-457. At the time of that approval, the establishment was using the trade name Carriage House Pub. Since then, the owners have changed the trade name to Johnny Pistola's.

The purpose of this amendment is to replace Provision 5 in it's entirety, with the new Provision 5 directly below.

### **New Provision 5.**

Applicant's Entertainment Endorsement will be limited only in the ways described below.

Applicant agrees to use a "clicker" at the front door to ensure compliance with the C. of O. of 192.

There shall be no cover charge for entry into the restaurant, with the exceptions that are listed below.

a.) Private parties such as birthday, anniversary, office, retirement, etc., may be held on the second floor, or on the first floor at the downstairs back bar, and not be open to the general public, but only those associated with the event. Any form of entertainment is permitted during such events in that section of the establishment. There shall not be a cover charge for such events.

b.) Fundraisers shall be held on the second floor. Any form of entertainment is permitted during such events in that section of the establishment. A cover charge is permissible for such events.

c.) The Applicant may institute a cover charge for Pay Per View sports events. Such events will take place on the second floor in the normal course of operation.

d.) Regardless of what type of event may be occurring on the second floor, if there is a need to reduce seating and tables for the event, there shall still be adequate seating provided for those who wish to be seated and/or dine.

Seating including tables and chairs shall remain in place throughout the first floor in the normal course of operation, and on both floors when there is no event such as those listed in this new provision 5 taking place.

e.) In the normal course of operation, live bands shall perform on the second floor, with the exception that Applicant may feature live bands on the first floor up to 12 times per year. Additionally, pay per view events may take place on the first floor up to 12 times per year. During such events, Applicant may reduce the number of tables and chairs, but there shall always be adequate seating for those who wish to be seated and/or dine.

In total, Applicant may feature live bands at the establishment up to 60 times per year.

f.) Applicant agrees to keep a continuous log book, either written on paper, or on an electronic device containing information on the types of entertainment discussed in this section, to include the type of event; the date and time of the event; its duration; the name of the performer; whether there shall be a cover charge, and in the case of the events listed in a) b) or c) (if applicable) the name of the group using the space and a contact. Applicant agrees to make this log available to any ABRA investigator or MPD officer upon request.

g.) Applicant shall manage and be responsible for all types of entertainment listed in this section, and shall not turn over control of any part of the restaurant to event or entertainment promoters.

h.) There is no prohibition on dancing at the restaurant, but Applicant agrees that the restaurant shall not become a dance club or advertise itself as a dance club or dance destination.

i.) Entertainment at the restaurant shall end 30 minutes before the closing hours listed in Provision 2 of this agreement.

j.) Applicant will ensure that none of the entertainment activities listed in this section shall disturb the peace, order, and quiet of the community, or be heard in any residential living unit nearby.

For Zinat, t/a Johnny Pistola's


Mahad Ashari nam  
Please print name and title

For ANC 1C

Fiona Clem, Chairperson, ANC 1C  
Please print name and title

  
Signature Date 7/6/22

  
Signature Date 7/7/2022

  
For KCA  
Date 6-1-22  
Denis James, President  
Date

For RCNA  
  
Signature Date 6/30/2022

Romande Johnson  
Please print name and Title  
VICE President  
RCNA