

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

Diggs Foundation, LLC
t/a Krave Restaurant & Lounge

Application for a New
Retailer's Class CT License

at premises
1736 Connecticut Avenue, NW
Washington, D.C. 20009

Case No.: 23-PRO-00049
License No.: ABRA-124428
Order No.: 2023-405

Diggs Foundation, LLC, t/a Krave Restaurant & Lounge, Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B, Protestant

Susan Volman, President, Dupont Circle Citizens Association (DCCA), Protestant

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

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

The Application filed by Diggs Foundation, LLC, t/a Krave Restaurant & Lounge (Applicant), for a New Retailer's Class CT License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on June 20, 2023, and Protest Status Hearing on July 12, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and DCCA have entered into a Settlement Agreement (Agreement), dated July 23, 2023, 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 Meg Roggensack, on behalf of ANC 2B; and Susan Volman, on behalf of DCCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and DCCA.

Accordingly, it is this 26th day of July 2023, **ORDERED** that:

1. The Application filed by Diggs Foundation, LLC, t/a Krave Restaurant & Lounge, for a new Retailer's Class CT License, located at 1736 Connecticut Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and DCCA in this matter are hereby **WITHDRAWN**;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, except for the following modifications:

Subsection 2(c) (Nature of the Business) – Numeral 1), the language “the establishment has an occupancy limit of 235 patrons” shall be replaced with the language “the establishment has an occupancy limit of 235 patrons unless the establishment's certificate of occupancy and liquor license indicate a different total.”

Subsection 2(d) (Nature of the Business) – This Subsection shall be removed.

Section 8 (Bottle Service) – After the last sentence of the first paragraph of this Section, the following language shall be added: “Establishment will refrain from creating a dance floor in the bottle service area.”

Subsection 8(c) (Posting of Signs in Bottle Service Area) – This Subsection shall be removed.

Page 9 – The Applicant's contact information shall be replaced with the following information:

“Isaiah Walker
Krave Restaurant & Lounge
1736 Connecticut Ave. NW
Washington, DC 20009
804-683-4608
isaiah@kravedc.com”

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac42c1d0b99d5f0e4e730083d1d0ec8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ee373232006e0e1b332502745e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 258d3fca2d7e148d71d373bd7917d20d

Bobby Cato, Member

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f75f0040ec144deb52541ce5

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 and Cannabis 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 23rd day of July, 2023 by and between Diggs Foundation LLC t/a Kravè Restaurant and Lounge, ("Applicant"), Advisory Neighborhood Commission 2B ("ANC2B"), and Dupont Circle citizens Association ("DCCA") (collectively, the "Parties").

WITNESSETH

WHEREAS the Applicant has applied for a License Class C, License Number 124428, for a business establishment ("Establishment") located at 1736 Connecticut Avenue, N.W., Washington, D.C. ("Premises").

WHEREAS Protestant ANC 2B, and DCCA), filed a timely protest (the "Protest") against the issuance of the Establishment's license request pursuant to D.C. Official Code §§ 25-601(1) and 601(4), respectively;

WHEREAS the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverages and Cannabis Administration ("ABCA") approve the Establishment's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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 peace, order, and quiet, and to eliminate the need for a Protest Hearing regarding the license application.

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.***
 - a. The Applicant shall operate and manage a restaurant and tavern pursuant to regulations and conditions specified under all applicable D.C. laws and regulations, including but not limited to those specified herein. Applicant seeking to alter operation or revise this Agreement is of great concern to residents and shall be subject to review and approval by ABCA. Nothing in this Agreement shall prevent the Applicant from seeking a license class change as permitted by Title 25 of the D.C. Official Code, in which event the other Parties reserve the right to respond, including but not limited to protest any proposed class change.
 - b. The Applicant shall be responsible for the actions of third parties who utilize the Premises for any purpose by agreement with the Applicant, including but not limited to special events for which the Premises are rented or borrowed and shall assure that all such third parties adhere to the terms and conditions set forth herein. Any breach of any of the terms and conditions of this Agreement arising from or related to the use of the Premises shall be the sole responsibility of the Applicant.
 - c. Establishment will prepare a written contract for promoters to sign that include the following provisions: 1) subject to ABCA's confirmation, the establishment has an

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occupancy limit of 235 patrons; 2) No more than 235 cover charges or tickets may be sold/purchased for any event; 3) promoter shall not advertise or promote Krave as a "nightclub" and will review and approve any advertising to ensure compliance; 4) identify which types of speakers are not permitted (i.e. subwoofers which create loud music); 5) prohibit promoter access to music volume controls; 6) the establishment will pre-set volume controls; 7) the promoter acknowledges and will operate in accordance with the noise provisions of DC Code Section 25-725; 8) inform promoters of their requirement to be respectful of nearby residents and that entertainment must not be heard on the street or rear of Krave or in surrounding businesses and residences at any time, as set forth in DC Code 25-725; 9) inform promoters that disturbing the peace, order, or quiet in the neighborhood puts the Krave liquor license at risk and may prohibit future opportunities to promote events at the establishment; 10) Krave will determine the location of speakers (i.e. how many speakers, where they will be located, will they be located on the floor or the wall, etc.) to ensure speakers are positioned inside, only, and to avoid sound projecting outside the establishment, e.g. facing an open window or door.

- d. The Applicant will ask ANC 2B to provide them with a list of promoters who they will agree not to use, and the Applicant will never transfer liability to a promoter.

3. *General Conditions.*

- a. The Establishment shall have an ABCA-certified manager on its Premises at all times during operating hours, including for private events.
- b. The Establishment shall not permit any person who has not completed ABCA-recognized alcohol awareness or alcohol safety training to serve alcohol.
- c. The Establishment shall be permitted to participate in ABCA-permitted Pub Crawls.
- d. The Establishment shall not itself, or through third parties engage in any of the following:
 - i. Advertise or promote itself as a "Nightclub." Establishment will not permit third parties to advertise or promote it as a "Nightclub." Establishment will not refer to itself as a "Nightclub" in any form of communications with the public. Establishment will review and approve advertisements or promotions of third parties to ensure compliance with these provisions.
 - ii. Collect cover charges or admission fees at the premises, or in the sidewalk area immediately outside the Premises.
- e. The Establishment shall not allow third parties or non-employees of the Establishment to engage in any of the following:
 - i. Check identifications or perform body and/or item searches.
 - ii. Distribute wrist bands or stamps to patrons to determine their age; or
 - iii. Provide alcoholic beverages to customers.

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- f. The Establishment shall operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law.
 - g. The Establishment shall be permitted to participate in ABCA's Extended Holiday Hours Program.
 - h. Nothing in this paragraph shall prevent the Applicant or a third party from engaging in the promotion of events at the Establishment through social media, text message, and other media outlets (e.g., radio, television, newspaper, email, flyers, etc.)
 - i. The Establishment shall not have cover charges or collect admission fees, at the premises, or in the sidewalk area immediately outside the premises
4. **Occupancy.**
- a. Inside: 75 seated, 235 total occupancy. (to be confirmed by ABCA)
 - b. Outside: 0
5. **Hours of Operation and Sales.** The Establishment's permitted hours of operation shall be as follows:

Hours for inside operation shall be:

Sunday 11:00 AM – 9:00 PM
Monday through Thursday 11:00 AM – 12:00 AM
Friday and Saturday 11:00 AM – 2:00 AM
Closed Mondays and Tuesdays

Hours for selling and serving alcohol shall be:

Sunday 11:00 AM – 8:30 PM
Monday through Thursday 12:00 PM – 11:30 PM
Friday 12:00 PM – 1:45 AM
Saturday 11:00 AM – 1:45 AM
Closed Mondays and Tuesdays

Hours for Entertainment shall be:

Sunday 11:00 AM – 8:00 PM
Thursday 5:30 PM – 11:45 PM
Friday 5:30 PM – 1:45 AM
Saturday 10:00 AM – 1:45 AM

No entertainment will be offered Monday through Wednesday.

- a. The Establishment shall announce "Last Call" not later than 30 minutes prior to closing. At last call, the Applicant shall cease selling or serving alcoholic

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- beverages; however, patrons already in possession of food or alcohol may continue consuming such items until the close of business.
- b. All patrons shall exit the Premises by the closing time.
 - c. The Establishment shall be permitted to extend its interior serving hours until 4:00 AM, and inside entertainment hours until 3:00 AM on New Year's Eve into New Year's Day.
 - d. Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia, the Establishment shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events, upon the submission of an application and approval of a One Day Substantial Change Application.
6. ***Parking/Valet Arrangements.*** The Establishment shall not be permitted to offer valet parking for its patrons pursuant to a Valet Staging Permit issued by the District Department of Transportation. The Establishment shall not advertise or represent to the public that there is available parking in the neighborhood for patrons.
7. ***Service Standards.***
- a. No pitchers of beer or other multi-serve containers containing beer will be sold to patrons at any time.
 - b. All DC alcohol and Safe Serve regulations will be followed.
 8. ***Bottle service*** The establishment will prepare a statement that Bottle Service employees are required to read, date, and sign that states: 1) In order for Bottle Service customers and employees to have the ultimate Bottle Service experience, Krave runs a professional and respectable Bottle Service; 2) They agree and understand that Krave does not permit the service of alcoholic beverages to intoxicated persons or to any person who appears to be intoxicated; 3) that they are required to immediately report to the owner and/or the ABC Manager on duty if a person(s) appear to be intoxicated; 4) they are to conduct themselves in a professional manner at all times. Establishment will maintain a copy of the signed statements.

Posting of Signs in Bottle Service Area:

- a. Establishment will post the following signs within 30 days of Board issuance of the license (this will allow the applicant time to have the signs professionally printed if they choose to do so):
- b. Establishment will post an ABCA Warning sign prohibiting intoxication so that it is visible to Bottle Service customers. The establishment will strictly enforce this provision to ensure that customers adhere to ABCA's strict regulations against intoxicated patrons. (This sign can be obtained from the ABCA Enforcement Division)
- c. Establish will post a sign that dancing is not permitted in the Bottle Service Area, only on the dance floor.

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- d. Establishment will post a sign that says, "Bottle Service staff are required to be professional at all times" and "Patrons in the Bottle Service area are required to be respectful of Bottle Service staff at all times."

Additional Bottle Service Stipulations

- a. The establishment will clearly delineate the parameters of the Bottle Service area. If reservations are required, establishment will only permit patrons who have made reservations in the Bottle Service area.
- b. The establishment will require a four-person minimum for any group participating in the Bottle Service.
- c. The establishment will maintain order in the Bottle Service area by ensuring that the area is monitored by the owner or ABC Manager on duty.
- d. All bottle servers will be regular Krave employees; this service will not be outsourced to strip clubs or dance groups, etc.
- e. Bottle servers will wear outfits the same as, or similar to those worn by servers elsewhere in the establishment.
- f. Bottle Service will cease 30 minutes prior to closing.

9. Noise

- a. Establishment shall comply and operate in accordance with DC laws, and orders and conditions as the ABCA may issue.
- b. No music played inside or other noise, either amplified or not amplified, coming from the inside of the Premises shall be audible either on the street or rear of the Premises or in the surrounding businesses and residences at any time as set forth in D.C. Official Code § 25-725.
- c. Applicant shall not install any speakers on the exterior of the Premises and no speakers will be installed in or otherwise face an open window or door.
- d. The Establishment shall close its windows not later than 8:00 PM daily.
- e. Doors will be kept closed except when persons are in the act of using the door for ingress or egress from the Premises. The doors shall not be propped open, nor held open longer than necessary for normal entry or exit. If necessary, The Establishment shall take reasonable measures to minimize noise emanating from the opening of premises doors.
- f. Announcements shall be made reminding patrons to be quiet when exiting and while they are in the neighborhood; and that smoking is prohibited within twenty-five (25) feet of the Premises.
- g. The Establishment shall require its purveyors and suppliers to make deliveries only through the Connecticut Avenue NW doorway, and only between the hours of 7:00 AM and 6:00 PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.

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10. Patrons and Employees.

- a. Patrons shall enter and exit from the Connecticut Avenue NW doorway; no patron egress will be permitted through the rear (alley) doorway facing 21st Street NW except for emergencies. Employees shall use the rear (alley) doorway for trash and laundry management and other associated business activities, only.
- b. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises along Connecticut Avenue NW, to ensure patron access to adjacent businesses on Connecticut Avenue NW are not blocked.
- c. Applicant shall strongly discourage its patrons from smoking in the locations adjacent to the Premises along Connecticut Avenue NW, to minimize disruption to adjacent businesses.
- d. Applicant shall prohibit employees from smoking in the area adjacent to, in front and to the rear (alley) of the Premises, where adjacent businesses maintain rear gardens, or within 100 feet of residential private property north of Premises on Connecticut Avenue NW and in rear of Premises facing 21st Street NW.
- e. Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises and the surrounding neighborhoods, including particularly in the area of residences.

11. Business.

- a. The area for dancing shall not exceed 140 square feet in total for the Establishment.
- b. Nude performance, as that term is defined in D.C. Code § 25-101 (34), shall not be permitted.
- c. The consumption or sale of cannabis products on the Premises is prohibited.
- d. Applicant shall not permit games of chance, sports wagering, games of skill, gambling or any other activity where money may be won by patrons as a prize on the Premises.

12. Public Space and Trash. Applicant shall keep the sidewalk surrounding the Premises (up to and including the curb), tree box(es), curb, adjoining alley and driveway entrances clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations.

- a. Applicant shall arrange daily commercial trash pickup for the days when it is operating, except on federal holidays and/or when trucks cannot access the roads due to inclement weather.

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- b. Applicant shall have the area around the Premises properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.
 - c. Applicant shall work to remove graffiti, tagging or other defacement of its premises that appeared after the execution of the lease, July 2023, as promptly as possible.
 - d. All refuse shall be placed in sufficiently durable and securely closed plastic garbage bags before placing into a trash container or dumpster. Recycling must be clean and placed in appropriate collection container(s). Garbage and recycling containers, dumpsters, shall be kept securely closed at all times, except when in use for normal trash depositing and removal. If contents exceed capacity, larger or additional containers shall be obtained and used. The trash containers will be within a designated enclosure so that cans are not visible from adjacent properties, including commercial establishments maintaining rear garden operations.
 - e. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 11:00 PM to 7:00 AM.
 - f. Applicant will work to coordinate trash pickup in a manner so that trash waiting for pick up is outside the least amount of time as feasibly possible.
 - g. Applicant shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, chewed through or reached the end of their useful life.
 - h. Applicant shall employ only companies licensed to operate in the District of Columbia for collection of trash and recyclables. Pickups shall not occur before 7:00 AM on weekdays; before 9:00 AM on weekends or holidays
 - i. Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring properties.
 - j. Applicant shall be responsible for timely snow and ice removal from its sidewalk area and take proper precautions to prevent ice accumulation, in accordance with District of Columbia law.
 - k. Establishment shall maintain a designated No Smoking Zone within twenty-five (25) feet of the Premises (front and rear) as authorized by DC Code § 7-1703.04 and provide written notice regarding the No Smoking Zone to patrons inside and outside the Premises.
13. ***Rats and Vermin Control.*** Applicant shall maintain a professional rat and vermin control contract for its property and provide proof of current contract upon request of the ABCA. In addition to the trash management requirements of this Agreement, Applicant shall employ reasonable and commonsense measures to lessen the appeal of the Premises and public space to rodents and other vermin.

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14. ***Security and Safety.*** Applicant shall take all necessary measures to ensure its operation does not adversely affect the peace, order, quiet, and safety of its neighbors and the neighborhood, particularly with regard to residences.
 - a. The Establishment shall and maintain contractual security services, with Monumental Protective Services, LLC or a similar entity, to be present from 9:00 p.m. until 1 (one) hour beyond closing Thursdays|Fridays through Sundays| and any nights when entertainment and One Day Substantial Change Events take place.
 - b. Establishment shall have personnel ensure patrons waiting in line maintain an orderly and quiet atmosphere.
 - c. Establishment shall immediately call 911 or notify the MPD detail of fighting or violent activity in or around the Premises, regardless of whether patrons are involved.
 - d. Establishment shall maintain a log of incidents noted by staff or reported by patrons, regardless of whether police were summoned.
 - e. Establishment shall cooperate with MPD and other enforcement officials, including sequestering and preserving the scene of any incident.
15. ***License Ownership and Compliance with ABCA Regulations.*** Applicant shall abide by all ABCA regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licenses. Applicant agrees that any Party to this Agreement shall have standing to ask ABCA to review compliance with, or request enforcement action for any possible violations of, the Agreement.
16. ***Notice and Opportunity to Cure.*** In the event that Applicant 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.
 - a. Unless a breach is of an emergency nature, or is a repetition of a prior breach, upon notice of breach, Applicant shall have 30 days to cure such breach.
 - b. b. If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure within the 30-day period) failure shall constitute a cause for seeking a Show Cause Order from ABCA pursuant to D.C. Official Code § 25-447.
 - c. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and may be delivered by email, certified mail, return receipt requested; or hand-delivered, to the other Parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.
17. ***Consideration:*** In exchange for the Establishment's agreement with these terms, and upon Board approval of the agreement, Protestants agree and understand that the protests will be considered withdrawn by the Board.

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Contact information for the Parties to this Agreement.

If to the Applicant:	Representative Name Establishment Name Address Washington, DC 200__ Daytime Telephone Number Email Address
If to ANC 2B:	Attn: Chair ANC 2B 9 Dupont Circle NW Washington, DC 20036 2b@anc.dc.gov
If to Dupont Circle Citizens Association:	Attn: President 9 Dupont Circle NW Washington, DC 20036 president@dupont-circle.org

Signatures

APPLICANT:

Isaiah Walker, Owner

By: Printed Name/ Title

Isaiah Walker

Signature of Licensee or
Legal Representative

Date: 7/23/2023

**DUPONT CIRCLE CITIZENS
ASSOCIATION**

Susan Volman/President

By: Printed Name/Title

Susan Volman

Signature

Date: 7/23/2023

ANC 2B:

Margaret Poggenusack / Chair

By: Printed Name/Title

Margaret Poggenusack

Signature

Date: 7/23/2023