

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

In the Matter of:)
)
La Famosa, LLC)
t/a La Famosa)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1300 4th Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-115848
Order No.: 2020-200

La Famosa, LLC, t/a La Famosa, Applicant

Gail Fast, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that La Famosa, LLC, t/a La Famosa (Applicant), Applicant for a new Retailer’s Class CR License and ANC 6D have entered into a Settlement Agreement (Agreement), dated April 14, 2020, 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 and Chairperson Gail Fast, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 29th day of April, 2020, **ORDERED** that:

1. 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 8 (Security Cooperation in Stemming Illegal Drugs and Public Drinking)
– The language “15 days” shall be replaced with the language “30 days.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

eSigned via ScanlessDocs.com
Donovan Anderson
Key: ac420469c9d51064b73d769d1dc0d8

Donovan Anderson, Chairperson

eSigned via ScanlessDocs.com
James Short
Key: 5475a077f6509e94c988a00029480e

James Short, Member

eSigned via ScanlessDocs.com
Bobby Cato
Key: 25b0d3fcadb6140d7f4b75bd7917d2d4

Bobby Cato, Member

eSigned via ScanlessDocs.com
Rema Wahabzadah, Member
Key: b72ca49b365b74095b18b05b732f16f

Rema Wahabzadah, Member

eSigned via ScanlessDocs.com
Rafi Alaya Crockett, Member
Key: b5b94518d5a12e401e155e6c12ff1c7

Rafi Crockett, Member

eSigned via ScanlessDocs.com
Jeni Hansen, Member
Key: 02172218f0c04474f18048fca420d7

Jeni Hansen, Member

eSigned via ScanlessDocs.com
Edward S. Grandis, Member
Key: 52227c0a78f0d0400c144d8d52541ce5

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 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 St NW, 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).

ANC6D Settlement Agreement
La Famosa LLC, ABRA-115848, 1300 4th Street, SE
April 14, 2020

★ ★ ★ Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: 202 554-1795
6D@anc.dc.gov

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 14th day of April, 2020, by and between joint ABC license applicants, La Famosa, LLC (together, “Applicant”), 1300 4th Street, SE, Washington, DC 20003, License #115848 and Advisory Neighborhood Commission 6D (“ANC”), collectively, the “Parties”.

PREAMBLE

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESETH

WHEREAS, Applicant has applied for a new Retailer’s Class C Restaurant license for a business establishment (“Establishment”) with indoor space on the ground floor and one summer garden on the ground floor located at 1300 4th Street, SE, Washington, D.C. 20003 and one sidewalk café located on Tingey Street (“Premises”). There are no endorsements for entertainment, dancing, cover charges, or sports gaming.

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of the ANC filing a protest against Applicant’s pending ABC License application, 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, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model may be of concern to the residents and may be

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considered within the direction of the Alcoholic Beverage Control Board ("ABC Board") to be a substantial change requiring the ABC Board's approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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. ***Hours of Operation and Sales.*** The Applicant's hours of operation for inside premises shall not exceed:

Sunday through Thursday: 7:00 a.m. – 2:00 a.m.; and
Friday and Saturday: 7:00 a.m. – 3:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption for inside premises shall not exceed:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.; and
Friday and Saturday: 8:00 a.m. – 3:00 a.m.

The Applicant's hours of operation for the summer garden and the sidewalk cafe shall not exceed:

Sunday through Thursday: 7:00 a.m. – 12:00 a.m.; and
Friday and Saturday: 7:00 a.m. – 12:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption **for the summer garden and the sidewalk cafe** shall be as follows:

Saturday and Sunday: 8:00am – 12:00 am; and
Monday through Friday: 8:00am – 12:00 am.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may not avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may not avail itself of

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such extended hours; and (c) on January 1 of each year Applicant may not operate until 4:00 a.m.

3. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the ground floor(s) of the building. The Establishment will have no more than 60 seats inside and 36 seats on the Summer Garden, 12 seats in the sidewalk café, and the maximum occupancy of the interior of the Establishment shall not exceed 70 patrons.
4. **Summer Garden.** Prerecorded music may not be played in the Summer Garden or sidewalk café. No containers, cups, bottles/cans, etc., shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go." This provision does not pertain to food or non-alcoholic beverages purchased on the interior to be consumed off-premises. The Summer Garden and sidewalk café shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.
5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and, to that end, shall use various means and take reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential premises. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.
6. **Parking/Public Transportation Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options.
7. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall take reasonable steps to enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall take reasonable measures to ensure that the area around its dumpster(s) is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises

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properly cleaned at the end of each night to ensure that no uncontained garbage or odors are present the following morning.

Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall take reasonable steps to police these areas sufficiently to assure that refuse and other materials are promptly removed.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take reasonable, necessary steps to minimize such problems, including, at all times, having a trained employee on site; without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; and, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.

Applicant shall have adequate security cameras inside the Premises which record and store information for at least 15 days, which recordings shall be made available to representatives of ABRA or MPD upon request.

9. ***License Ownership and Compliance with ABRA Regulations.*** Applicant shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC may file a complaint with the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

10. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.

11. ***Notice and Opportunity to Cure.*** In the event that any of the parties 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall permit a cure within 30 days of the date of such notice. If Applicant or the licensee 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 or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other

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 April 14, 2020

parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: La Famosa, LLC
 1300 4th Street, SE
 Washington, DC 20003
 Attn: Thomas An
 e-mail: thomascan@gmail.com



If to ANC: Advisory Neighborhood Commission 6D
 1101 4th Street SW, W130
 Washington, DC 20024-9998
 Attn: Chair, ANC
 (202) 554-1795
 e-mail: 6D@anc.dc.gov

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.

12. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending ABC license application.

ANC6D:

APPLICANT:

<p>ANC6D </p> <hr/> <p>By: Commissioner Gail Fast Chair, ANC6D</p> <hr/> <p>April 14, 2020</p> <hr/> <p>Date</p>	<p>La Famosa, LLC </p> <hr/> <p>Thomas An, Member</p> <hr/> <p>04/15/2020</p> <hr/> <p>Date</p>
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