

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

In the Matter of:

Rob Beverage III, LLC
t/a Ledo Pizza and Bar

Applicant for a New
Retailer's Class CR License

at premises
1400 Irving Street, NW
Washington, D.C. 20010

License No.: ABRA-114097
Order No.: 2019-633

Rob Beverage III, LLC, t/a Ledo Pizza and Bar, Applicant

Zach Rybarczyk, Commissioner, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Rob Beverage III, LLC, t/a Ledo Pizza and Bar (Applicant), and ANC 1A have entered into a Settlement Agreement (Agreement), dated September 7, 2019, that governs the operation 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 Commissioner Zach Rybarczyk, on behalf of ANC 1A, are signatories to the Agreement.

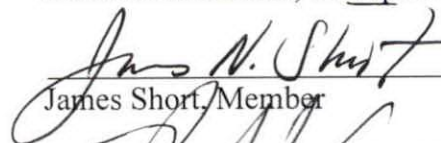
Accordingly, it is this 11th day of September, 2019, **ORDERED** that:

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; and
2. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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 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).



ANC 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 - Layla Bonnot
SMD 1A04 - Matt Goldschmidt
SMD 1A07 - Jen Bundy
SMD 1A10 - Rashida Brown

SMD 1A02 - Teresa Edmondson
SMD 1A05 - Christine Miller
SMD 1A08 - Kent C. Boese
SMD 1A11 - Dotti Love Wade

SMD 1A03 - Zach Rybarczyk
SMD 1A06 - Angelica Castanon
SMD 1A09 - Michael Wray
SMD 1A12 - Jason Clock

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on this 7th day of September 2019, by and between Rob Beverage LLC dba Ledo Pizzeria and Bar (the "Applicant"), and Advisory Neighborhood Commission 1A ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class "C" Restaurant with Sidewalk Café Endorsement, for a business establishment located at 1400 Irving Street NW, Ste #109, Washington, DC 20010 (the "Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant'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 an 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 (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, 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:** The Applicant will manage and operate a restaurant with a seating capacity of 100 seats indoors, with a total indoor occupancy load of 120, and a sidewalk café with a total occupancy load of 40. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
- 3. Hours of Operation and Sales:**

Operation:

Monday through Thursday: 11:00 am to 11:00 pm

Advisory Neighborhood Commission 1A
3400 11th Street NW #200
Washington, DC 20010



Friday through Saturday: 11:00 am through 12:00 am (midnight)
Sunday: 12:00 pm (noon) through 10:00 pm

Alcohol Sales, Service, and Consumption indoors:
Monday through Thursday: 11:00 am to 11:00 pm
Friday through Saturday: 11:00 am through 12:00 am (midnight)
Sunday: 12:00 pm (noon) through 10:00 pm

Alcohol Sales, Service, and Consumption in the Sidewalk Cafe:
Monday through Thursday: 11:00 am to 11:00 pm
Friday through Saturday: 11:00 am through 12:00 am (midnight)
Sunday: 12:00 pm (noon) through 10:00 pm

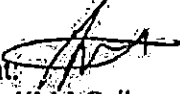
Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground floor of the building and the sidewalk cafe. The sidewalk cafe will only allow alcohol sales, service, and consumption with prior approval by the ABC Board. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise, Entertainment, and Privacy:** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that noise from the Establishment are not audible within the adjacent residential properties. Doors and windows will be closed except as needed for the purpose of patrons to enter and exit. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation. The hours of operation in the Sidewalk Cafe will be limited to the agreed upon Alcohol Sales, Service, and Consumption in the Sidewalk Cafe as stated in Section 3, Hours of Operation and Sales: Monday through Thursday: 11:00 am to 11:00 pm; Friday through Saturday: 11:00 am through 12:00 am (midnight); Sunday: 12:00 pm (noon) through 10:00 pm.
6. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), alley and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas at least twice daily to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain or share a dumpster to be placed in the rear of the building and out of view from the street and sidewalk. Applicant shall ensure that the area around the dumpster 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 shall provide adequate trash and recycling receptacles on the premises to ensure public trash cans are not used by customers consuming food and beverages on the premises.

7. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
8. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
9. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
10. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for 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 and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25- 446(e) in order to enforce the provisions of the Agreement. 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 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: 
Rob Beverage III LLC dba
Ledo Pizza and Bar

1400 Irving Street NW Ste #109
Washington, DC
Attn: Abdur Rob

If to Protestants:
Advisory Neighborhood Commission 1A

3400 11th Street NW Ste #200
Washington, DC
Attn: Kent Boese, Chairman

Ledo Pizza & Pasta

Signature: 

Print Name: ABDUR ROB (Owner)

ANC 1A

Signature: 


Print Name: Zach Rybarczyk, ANC 1A (SMD 1A03)

Certification:

After providing sufficient notice for and with a quorum of 10 present at its July 10, 2019, meeting, Advisory Neighborhood Commission 1A voted, with 10 Yeas, 0 Nos and 0 Abstentions, to adopt the above agreement.



Kent C. Boese
Chairperson, ANC 1A



Zach Rybarczyk
Secretary, ANC 1A