

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

In the Matter of:

Hewad Partners Group, LLC
t/a Maison

Applicant for a New
Retailer's Class CR License

at premises
1834 Columbia Road, NW
Washington, D.C. 20009

Case No.: 24-PRO-00012
License No.: ABRA-126133
Order No.: 2024-093

Hewad Partners Group, LLC, t/a Maison, Applicant

Denis James, President, Kalorama Citizens Associations (KCA), Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF KCA'S PROTEST**

The Application filed by Hewad Partners Group, LLC, t/a Maison (Applicant), for a New Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on February 12, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and KCA have entered into a Settlement Agreement (Agreement), dated February 23, 2024, 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 Denis James, on behalf of KCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by KCA.

Accordingly, it is this 28th day of February 2024, **ORDERED** that:

1. The Application filed by Hewad Partners Group, LLC, t/a Maison, for a New Retailer's Class CR License, located at 1834 Columbia Road, NW, Washington, D.C., is **GRANTED**;
2. The Protest of KCA in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeameesDocu.com
Donovan Anderson
Key: ac432b99b56d5f0e4b730950d1d0c08

Donovan Anderson, Chairperson

eSigned via SeameesDocu.com
James Short
Key: 54f0e373f020de6ac8d1b332d2948e

James Short, Member



Silas Grant, Jr., 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).

SETTLEMENT AGREEMENT CONCERNING ISSUANCE OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made this 23rd day of February, 2024, by and among Hewad Partners Group, LLC t/a Maison (hereinafter “Applicant”), and the Kalorama Citizens Association (hereinafter “KCA”), (collectively, the “Parties”), witnesseth:

Whereas, Applicant has applied for a class CR-02 retail restaurant license number, ABRA 126133 to be located at 1834 Columbia Road, NW, Washington, DC.

Whereas, the restaurant is located within the membership boundaries of the KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of the KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage and Cannabis Administration (“ABCA”). The KCA will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control (“ABC”) 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 will be offered to patrons. The kitchen 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 when the establishment is open for business.

2. Hours of operation shall not exceed:

Inside - First and Second Floor Dining Rooms

Sunday through Wednesday:	10:00 am - 1:30 am
Thursday	10:00 am- 2:00 am
Friday and Saturday:	10:00 am - 3:00 am

Inside - Third floor Special Event room:

Sunday through Wednesday:	10:00 am - 1:30 am
Thursday	10:00 am- 2:00 am
Friday and Saturday:	10:00 am - 3:00 am

Live music and DJ entertainment shall end 1/2 hour before closing. The 3rd floor shall be used only for Special Events that the restaurant shall book and shall control entry to the space. Special Events shall consist of pre-arranged events, such as birthday parties, weddings, wedding anniversaries, engagement parties, office parties, retirement parties, quinceanera celebrations and other similar events that the restaurant shall book. The restaurant shall keep records of the names and contact information of the person or organization who books the Special Event for 3 years.

Members of the general public shall not be admitted to Special Events held at the restaurant. Dancing, Live music and DJ entertainment is permitted during the Special Events but shall end 1/2 hour before closing.

Sidewalk Cafe:

Licensee will operate a Sidewalk Cafe with 12 seats on the public space Sidewalk in front of the establishment. The hours of operation shall be:

Sunday-Thursday:	10:00 am - 11pm
Friday & Saturday:	10:00 am – 12am

There shall be no live entertainment or pre-recorded music played on the sidewalk cafe.

3. Occupancy

The total occupancy load inside the establishment shall be 190.

The fourth floor shall not be part of the licensed premise. The Applicant may decide to use it for an office.

4. Entertainment

Entertainment shall take place on the third floor of the establishment on:

Sundays-Wednesdays, between the hours of 5:30 pm and 1:30 am, and on

Thursdays, between the hours of 5:30 pm and 1:30 am, and on

Fridays and Saturdays between the hours of 6:30 pm and 2:30 am

Entertainment such as live piano music may be featured on the first and second floor dining rooms at the establishment ending each night 1/2 hour before closing

There shall be no cover charge at the establishment.

There shall be no dance floor on the first and second floors of the establishment.

Entertainment in the dining rooms on the first and second floors at the establishment shall be presented for the pleasure of dinner guests there. The Applicant shall take great care to ensure that sound related to entertainment shall not escape the restaurant.

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 Summer Garden, 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 or Summer Garden.

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

6. Trash/Garbage/Rodents

(a) Applicant shall maintain regular trash/garbage removal service of at least 4 days per week, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Should it be needed, Applicant agrees to call for additional pickups to the 4 days described above. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

(b) Applicant agrees to segregate and recycle bottles and glass refuse from trash. 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.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

(a) Applicant shall assist in the maintenance of the 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.

(c) Applicant shall make reasonable efforts to manage the line in front of the establishment such as to minimize noise and the obstruction of the pedestrian passageway.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls

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

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 to a minimum 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.

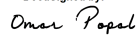
12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude 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 Hewad Partners Group, LLC

By:  2/27/2024
Signature above Date

Omar Popal
Print name and title above

For Kalorama Citizens Association


2-23-2024
Denis James, President Date