

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

**In the Matter of:** )

Maman Georgetown, LLC )  
t/a Maman )

Application for a New )  
Retailer's Class CR License )

at premises )  
1353 Wisconsin Avenue, NW )  
Washington, D.C. 20007 )

License No.: ABRA-123231

Order No.: 2023-038

Maman Georgetown, LLC, t/a Maman, Applicant

Rick Murphy, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Tara Sakraida Parker, President, The Citizens Association of Georgetown (CAG)

**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 SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Maman Georgetown, LLC, t/a Maman (Applicant), Applicant for a new Retailer's Class CR License, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated January 16, 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 Rick Murphy, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 25th day of January 2023, **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 Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeallessDocs.com  
*Donovan Anderson*  
Key: ac43c86b50a5f0944c7366c931decc8

Donovan Anderson, Chairperson

eSigned via SeallessDocs.com  
*James Short*  
Key: 5470c792c366a81130282241111

James Short, Member

eSigned via SeallessDocs.com  
*Bobby Cato*  
Key: 2a683fca7ba199074a7b0d7917a20d

Bobby Cato, Member

eSigned via SeallessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e01845e1fba9101566c12f81cc

Rafi Crockett, Member

eSigned via SeallessDocs.com  
*Jeni Hansen, Member*  
Key: 827200755044745c3566c2441807

Jeni Hansen, Member

eSigned via SeallessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f0d5940cc14adeb52541cc5

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).

**SETTLEMENT AGREEMENT  
BETWEEN MAMAN GEORGETOWN LLC, ADVISORY NEIGHBORHOOD COMMISSION 2E,  
AND THE CITIZENS ASSOCIATION OF GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this \_\_\_\_\_ day of December, 2022 by and between Maman Georgetown LLC ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E") and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

**RECITALS**

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a Class "C" Restaurant License ("License") with Summer Garden Endorsement for the premises located at 1353 Wisconsin Avenue, NW ("Premises");

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet;

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. Occupancy.** The establishment's total occupancy load is 112, which is inclusive of the 93 seats and 100 patron occupancy load in the interior and 11 seats and 12 patron occupancy load on the Summer Garden.

**3. Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages.** Applicant agrees that its hours of operation and sales, service & consumption of alcoholic beverages shall be as follows:

- Sunday through Saturday: 7:30 am – 12:00 am; provided, however, that Applicant shall not be open to the public after 9:00 pm daily. Applicant shall be open only for private events closed to the public after 9:00 pm on any day.

The only exceptions to the stated hours shall be for specific occasions with respect to which the Council of the District of Columbia or the ABC Board grants ABRA licensees in general extended operating hours for specific events, such as Presidential Inaugurations or World Cup matches,

**4. Summer Garden.** Applicant may hold a Summer Garden Endorsement on its ABC license. There shall be one Summer Garden on the premises. The Summer Garden maximum occupancy load shall not exceed 12 patrons. Applicant agrees that its hours of operation and sales, service & consumption of alcoholic beverages on the Summer Garden shall be as follows: Sunday through Saturday: 7:30 am – 9:00 pm. Private events will not be allowed in the Summer Garden after 9:00 pm on any day.

**5. Noise & Sound Mitigation Techniques.**

- A. No music played inside the Premises nor noise emanating from the Premises (including the Summer Garden) shall be audible outside of the Premises on Wisconsin Avenue,

NW, O St NW, or Dumbarton St NW, at any time except while doorways are open to provide ingress or egress to and from the interior of the Premises. Doors that provide access to the interior of the Premises, including doors between the interior and the Summer Garden shall be kept closed except when persons are in the act of entering or existing the interior of the Premises.

B. No speakers will be allowed in the Summer Garden.

**6. License Endorsements.** The application does not provide for Entertainment, Cover Charge, or Dancing Endorsements and no such endorsements will issue as a result of the application as filed.

**7. Patrons and Security.**

A. Applicant shall take reasonable and immediate action to prevent its patrons from causing unreasonable noise, disturbances, loitering, or engaging in illegal activity in the area immediately outside of the Premises.

**8. Trash & Public Space.**

- A. Trash pickup will occur one time per day, seven days a week except on federal holidays and/or when trucks cannot access the premises because of inclement weather;
- B. Trash pickup shall not occur between the hours of 10:00 pm and 7:00 am; and
- C. The public space adjacent to and in front of the premises is to be kept tidy at all times, and litter is to be removed by the Applicant's staff regularly.

**9. Cleaning and Vermin Control Measures.**

- A. Applicant will maintain a contract with a professional, licensed cleaning company to provide for routine cleaning of the Premises, including the kitchen hood, as needed to maintain cleanliness. Regular routine hood and exhaust cleaning shall not occur prior to 8:00 am; and
- B. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the Premises as needed to control pests.

**10. Deliveries.** Deliveries shall not be earlier than 7:00am nor later than 7:00pm.

**11. Point of Contact.** At all times, at least one member of Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighboring residents. This Point Person shall understand the terms of this Agreement; be empowered to at all times enforce the terms set forth herein; and will contact Applicant's owners as the situation necessitates.

**13. Binding Effect.** This Agreement shall be binding upon and enforceable against the Licensee and successors and assigns of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Control Board, agree to withdraw their Protests of the application for the transfer of the License at the Premises.

*[signatures on the following page]*

**IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.**

**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rick Murphy, ANC 2E03, Chair

**THE CITIZENS ASSOCIATION OF GEORGETOWN**

By: Tara Sakraida Date: Jan. 16, 2023  
Tara Sakraida Parker, President

**MAMAN GEORGETOWN LLC**

By:  Date: December 5, 2022  
Benjamin Sormonte, Chief Executive Officer

**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By: Richard J. Murphy, Jr. Date: December 6, 2022  
Rick Murphy, ANC 2E03, Chair

**THE CITIZENS ASSOCIATION OF GEORGETOWN**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tara Sakraida Parker, President

**MAMAN GEORGETOWN LLC**

By:  Date: December 5, 2022  
Benjamin Sormonte, Chief Executive Officer