

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

In the Matter of:

Mid-Atlantic Shellfish, LLC
t/a Mason's Famous Lobster Rolls

Applicant for a New
Retailer's Class CR License

at premises
1078 Wisconsin Avenue, NW
Washington, D.C. 20007

Case No.: 22-PRO-00016

License No.: ABRA-120128

Order No.: 2022-218

Mid-Atlantic Shellfish, LLC, t/a Mason's Famous Lobster Rolls, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

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

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

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

The Application filed by Mid-Atlantic Shellfish, LLC, t/a Mason's Famous Lobster Rolls (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 21, 2022, and Protest Status Hearing on April 27, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated April 27, 2022, 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; Commissioner Lisa Palmer, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 11th day of May 2022, **ORDERED** that:

1. The Application filed by Mid-Atlantic Shellfish, LLC, t/a Mason's Famous Lobster Rolls, for a new Retailer's Class CR License, located at 1078 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 444206603941806487306091dccc88

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 247a03702005a091807249254b9c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 266a3fcd9be146d716b73bd7917620d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b500a91845e1f0e401d135e5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821728018000447491850612a41805

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f0040ec14adeb52541ce5

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 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 ^{Apr 27, 2022} day of April 2022 by and between Mid-Atlantic Shellfish LLC t/a Mason's Famous Lobster Rolls ("Applicant") and Advisory Neighborhood Commission ("ANC 2E") and the Citizens Association of Georgetown ("CAG") (collectively, the "Protestants").

WITNESSETH:

WHEREAS, Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new retailer's Class C Restaurant license at 1078 Wisconsin Avenue, NW;

WHEREAS, Protestants have concerns about the effect of Applicant's operation on nearby residents;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree as follows:

1. Hours of Operation. Applicant agrees that its hours of operation, sales, and service of alcoholic beverages shall not exceed the following:
 - a. Interior hours:
Sunday through Saturday: 11:00am – 12:00am
 - b. Sidewalk Café and streatory hours:
Sunday through Thursday: 11:00am – 10:00pm
Friday and Saturday: 11:00am – 11:00pm
 - c. Nothing in this Agreement shall prevent the Applicant from applying for extended hours of operation/sales/service during the following:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);and
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours.
 - d. Notwithstanding the above, Protestants do not object to the Applicant requesting a substantial change related to the outdoor restrictions after the Applicant has been in operation for 18 months, provided that Protestants receive notice. Further, Applicant may apply for a one-day substantial change application, in accordance with District law.
2. Outdoor areas:
 - a. Applicant shall not install any speakers on the exterior of the building or in the outside space.

- b. All lights in outdoor areas must at all times be pointing onto the outdoor areas. At no time shall any lighting installed by Applicant or installed on Applicant's behalf shine into residents' windows.
 - c. Applicant will endeavor to keep its outdoor area in the aesthetic of Georgetown and in accordance with Georgetown BID aesthetic guidelines. This includes no marketing of any kind on tables, chairs or umbrellas, no plastic tables or chairs and no fake flowers or trees. Furthermore, Applicant recognizes that this location is highly trafficked by vehicles. As a result, Applicant agrees that any lighting installed on the outdoor area shall be appropriately permitted and safe.
3. Noise
- a. Applicant shall adhere to D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the residential properties.
 - b. Applicant shall present only prerecorded background music inside the Premises.
4. Trash, Maintenance and Public Space
- a. All trash, refuse, recycling, etc. will be discarded and stored in the designated trash area in rodent resistant containers; at all times, Applicant shall take reasonable measures to ensure that the Establishment's trash bins will be kept closed.
 - b. Trash pickup shall not occur between the hours of 10pm and 7am.
 - c. Applicant shall take reasonable steps to ensure that trash pickup occurs two times per week, except holidays.
 - d. Applicant shall have a rodent and pest control contract with a licensed company containing commercially reasonable terms to cover both the interior of the Premises as well as the portion of public space used by the Applicant. Contracted control services shall be performed at least once a month.
 - e. Applicant shall ensure that the exterior lighting does not shine in the direction of the neighboring residential properties.
5. 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 5 days of the date of such notice. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and sent to the following:

If to Applicant:

Cameron Arterton, Member

If to ANC:

ANC 2E

If to CAG:

Citizens Association of Georgetown
1058 30th St NW, Washington, DC 20007
Attn: Tara Sakraida Parker, President
cag-president@cagtown.org

6. Protest withdrawn. Upon execution of this Agreement by the Parties, the Protestants shall withdraw the protests of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

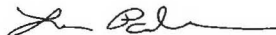
Applicant:

Mid-Atlantic Shellfish LLC t/a Mason's Famous Lobster Rolls
By: Cameron Arterton



ANC 2E:

By: Lisa Palmer, SMD2E05



CAG:

By: Tara Sakraida Parker, President



Signature:



Email: syohannes@theveritaslawfirm.com