

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

In the Matter of:	)	
Maydan, LLC	)	
t/a Maydan	)	
Petition to	)	Case No: 23-PRO-00021
Amend or Terminate a Settlement Agreement	)	License No.: ABRA-106450
for Retailer’s Class CT License	)	Order No.: 2023-357
at premises	)	
1346 Florida Avenue, NW	)	
Washington, D.C. 20009	)	
	)	

Maydan, LLC, t/a Maydan, Petitioner

Andrew Kline, Counsel, on behalf of the Petitioner

Sabel Harris and Santiago Lakatos, Commissioners, Advisory Neighborhood Commission (ANC) 1B, Protestant

Janet Harouch, Designated Representative, Meridian Hill Neighborhood Association (MHNA), Protestant

Yaniv Barzilai, Designated Representative, a Group of Five or More Individuals, Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT, ON WITHDRAWAL OF  
PROTESTS, AND ON TERMINATING EXISTING SETTLEMENT  
AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Maydan, LLC, t/a Maydan (Petitioner), entered into a Settlement Agreement

with ANC 1B and MHNA on September 12, 2017, and it was approved by the Board on September 20, 2017. On October 18, 2022, the Petitioner sought to Amend or Terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). The Petition to Amend or Terminate was protested by ANC 1B, MHNA, and a Group of Five or More Individuals.

The official records of the Board reflect that the Petitioner, ANC 1B, MHNA, and the Group of Five or More Individuals have entered into a new Settlement Agreement (Agreement), dated May 17, 2023, that governs the operations of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Commissioners Sabel Harris and Santiago Lakatos, on behalf of ANC 1B; Janet Harouch, on behalf of MHNA; and Yaniv Barzilai, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B, MHNA, and the Group of Five or More Individuals of this Petition.

Accordingly, it is this 28th day of June 2023, **ORDERED** that:

1. The Protests of ANC 1B, MHNA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Subsection 1(a) (Nature of the Establishment) – After the last sentence, the following language shall be added: “This agreement shall not prohibit the Licensee or the Board from changing the license class of the Licensee as permitted by law.”

Subsection 1(b) (Nature of the Establishment) – The following language shall be removed: “The Applicant is required to provide notice to the community at least 5 business days in advance of requesting a substantial change and after approval by ABRA.”

Subsection 1(c) (Nature of the Establishment) – The third sentence shall be modified to read as follows: “As such, Maydan, including its successors and assigns, may not reconfigure the sidewalk café to allocate the 32 total capacity more than three times a year and agree to make good-faith efforts to consult neighbors on the arrangements to ensure neighborhood concerns are considered in the design of the sidewalk cafes. Maydan agrees that it shall not exceed a total combined outdoor capacity of 32 with the adjoining

establishment Tawle. The combined outdoor capacity shall be considered the total of Maydan's outdoor capacity combined with the total outdoor capacity of the adjoining establishment Tawle using the alley space."

Subsection 6(b) (Security & Queuing) – This Subsection shall be modified to read as follows: "Applicant shall maintain control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party to have control over the establishment's existing security personnel."

The parties have agreed to these modifications.

3. The Settlement Agreement, dated September 12, 2017, between the Parties is hereby **TERMINATED**; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 6301962804530640730093100008

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae37202006400c1002002940e

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d3fca1f0e1d0d7f4d730d7f17d200

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217291c2504474715509c2941860

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bca710970040ee14adeb52541ce5

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 and Cannabis 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).

**Restated and Amended Settlement Agreement  
by and between Advisory Neighborhood  
Commission 1B and Maydan LLC t/a Maydan**

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of May 2023, by and between *Maydan LLC* (“Applicant”) on the one hand, and ANC 1B (“ANC”), Meridian Hill Neighborhood Association (MHNA), and Yaniv Barzilai, on behalf of five or more neighbors, on the other hand. ANC 1B, MHNA, and Barzilai may hereinafter be referred to collectively as the protestants.

**RECITALS**

WHEREAS, Applicant has filed a renewal application for a Retailer’s Class C Tavern ABC License (ABRA-106450) (“License”) for business Establishment *Maydan, LLC*, located at *1326 Florida Ave. NW* (“Establishment”) with Entertainment Endorsement (Indoor only).

WHEREAS, Maydan entered into a Settlement Agreement dated September 12, 2017, with Advisory Neighborhood Commission 1B and the Meridian Hill Neighborhood Association in connection with the initial approval of its license.

WHEREAS, the parties have decided to amend and reinstate the Settlement Agreement.

WHEREAS, in recognition of the Alcoholic Beverage Control Board (“Board”)’s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address protestants concerns and to include this Agreement as a formal condition of its license application, and (2) protestants will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant’s compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
  - a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Entertainment Endorsement (Indoor only) and a sidewalk cafe.
  - b. The establishment shall not host outdoor private events outside of the permitted sidewalk café area and will not have a capacity greater than the maximum seated capacity of the sidewalk café (32 minus the capacity of the establishment known as “Tawle/Medina,”) including its successors and assigns, unless approved by the ABC Board in connection with a one day substantial change. The Applicant is required to provide notice to the community at least 5 business days in advance of requesting a substantial change and after approval by ABRA.
  - c. The sidewalk café shall not have a capacity greater than 32 persons, nor shall it have a capacity greater than 32 persons minus whatever number of persons which might be approved for the premises currently known as Tawle/Medina located at 1328 Florida

Avenue NW. It is acknowledged that the sidewalk cafe space will be shared. As such, Maydan and Tawle, including their successors and assigns, may not reconfigure the sidewalk café to allocate the 32 total capacity more than three times a year and agree to make good-faith efforts to consult neighbors on the arrangements to ensure neighborhood concerns are considered in the design of the sidewalk cafes.

Commencing November 1, 2023, except as might be approved for special events, or unless the alley is permanently closed to vehicular traffic, Applicant shall maintain a 13 feet right of way for vehicles.

2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

- a. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Sunday- Thursday: 8:00 a.m.-2:00 a.m.

Friday- Saturday: 8:00 a.m.- 3:00 a.m.

- b. Interior Hours of Entertainment:

Sunday- Thursday: 8:00 a.m.-1:00 a.m.

Friday- Saturday: 8:00 a.m.- 2:00 a.m.

- c. Hours on the sidewalk café:

Sunday-Thursday: 9:00 a.m.- 10:00 p.m.

Friday-Saturday: 10:00 a.m. - 11:00 p.m.

Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25. Applicant will monitor sound levels and proactively ensure that it is in compliance of noise regulations.
- b. Applicant agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment, except in emergencies and for ingress/egress purposes;
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725.
- d. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- e. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress.
- f. No music is permitted outside of the restaurant in order to minimize reverberations of noise in alley to neighboring residential buildings Similarly, no amplified speakers of any kind are permitted.

- g. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in close proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- h. Applicant shall schedule between 8:00 a.m. and 6:00 p.m., Monday through Sunday and shall take reasonable efforts to receive deliveries only between 8:00 a.m. and 6:00 p.m., Monday through Sunday.
- i. Applicant's manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. Applicant agrees to provide the name, email address, and phone number of the manager to contact with any issues/concerns.

#### 4. Trash and Odors.

Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

- a. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- e. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
- f. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- g. Applicant will comply with health and environmental regulations and will make all reasonable efforts to not hinder access of third-party inspectors.
- h. Applicant shall keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, chewing gum, trash, and other debris

#### 5. Rat and Vermin Control.

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per month and shall maintain recommended pest control measures.

#### 6. Security & Queuing.

- a. Applicant shall make reasonable efforts to minimize impact on the public space, including having an employee stationed to monitor patrons waiting in the queue.
- b. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party to have control over the establishment's existing security personnel.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally or on the block for any reason, on streets signed with parking restrictions, including time-limited parking and resident-only parking, and especially in the alley.
- b. Applicant shall strongly encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking. Applicant will engage with rideshare companies to establish do not drop off areas and encourage customers to be dropped off in areas that do not to stop traffic or pose a safety risk to pedestrians.

8. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), District Department of Transportation (DDOT), Department of Buildings (DOB), Department of Licensing and Consumer Protection (DLCP), Department of Health (DOH), Department of Public Works (DPW), the DC Fire Marshall, and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

10. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

11. Communications with Licensee. The Applicant shall provide to neighbors and a phone number and an e-mail address for its management team. In addition, the Applicant shall have a management representative attend a meeting with the neighborhood representative as mutually agreed upon in an effort to ensure dialogue between the parties and a good working relationship necessary to resolve any concerns.

12. Notices.

- a. Notices shall be provided by email and U.S. Mail or hand-delivery as follows:  
If to ANC:



Advisory Neighborhood Commission 1B  
2000 14th St., NW, Suite 100B  
Washington, DC  
20009 1b@anc.dc.gov

If to Yaniv Barzilai:  
1349 Florida Avenue  
NW  
Washington, DC 20009  
[ymbarzilai@gmail.com](mailto:ymbarzilai@gmail.com)  
[m](mailto:ymbarzilai@gmail.com)

If to MHNA:  
% Mike Schwartz  
2125 14th St. NW  
Washington, DC  
20009  
[mikeschwartz@gmail.com](mailto:mikeschwartz@gmail.com)

If to Applicant:  
Maydan, LLC t/a Maydan  
1326 Florida Avenue NW  
Washington, DC  
[george@compassrosedc.com](mailto:george@compassrosedc.com)

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.


WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

*[SIGNATURE BLOCKS ON  
FOLLOWING PAGE]*

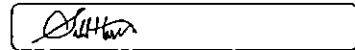
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**ANC:**

Advisory Neighborhood Commission 1B

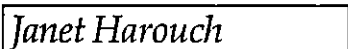
By:   
ID: n9Qje17kn1A1G1eXn3YQVMqd  
Santiago Lakatos, Commissioner,  
1B04

Date Signed: 6/1/2023

By:   
ID: N9i7Mny3wd2TsdXRCneFccv  
Sabel Harris, Chair, ANC 1B

Date Signed: 6/6/2023

**MERIDIAN HILL NEIGHBORHOOD ASSOCIATION:**

By:   
ID: tvAnp0AeTA2KbstXAXgEU2qr  
Janet Harouch

Date Signed: 5/17/2023


**GROUP OF FIVE:**

By:   
ID: HmpRn8Qw3NEaNdKgx99YiqD  
Yaniv Barzilai

Date Signed: 5/17/2023

**LICENSEE:**

Maydan, LLC t/a Maydan

  
By: ID: bx8wmY3jxMrmAcG5WNwnpYqY  
Rose Previte

Date Signed: 5/17/2023

## eSignature Details

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**Signer ID:** tvAqbQAEIA2KbsfXAqxEU2qr  
**Signed by:** Janet Harouch  
**Sent to email:** artsyindc@gmail.com  
**IP Address:** 108.51.85.153  
**Signed at:** May 17 2023, 12:51 pm EDT

**Signer ID:** HmpRn8Qw3NEsNdKgxa99YiqD  
**Signed by:** Yaniv Barzilai  
**Sent to email:** ymbarzilai@gmail.com  
**IP Address:** 169.252.4.23  
**Signed at:** May 17 2023, 12:54 pm EDT

**Signer ID:** bx8wmY3jxMrmAqG9WNwgpYnY  
**Signed by:** Rose Previte  
**Sent to email:** rose@maydandc.com  
**IP Address:** 174.216.179.118  
**Signed at:** May 17 2023, 1:05 pm EDT

**Signer ID:** n9QjeI7snIATQIsXg3YQVMqd  
**Signed by:** Santiago Lakatos  
**Sent to email:** lB04@anc.dc.gov  
**IP Address:** 100.36.54.69  
**Signed at:** Jun 1 2023, 8:13 pm EDT

**Signer ID:** N9jZMpy3wd2Ts4XRCrxeFecx  
**Signed by:** Sabel Harris  
**Sent to email:** lb08@anc.dc.gov  
**IP Address:** 8.3.81.165  
**Signed at:** Jun 6 2023, 11:47 am EDT