

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

In the Matter of:

Mi Casa Dupont, LLC
t/a Mi Casa

Applicant for a New
Retailer's Class CR License

at premises
1647 20th Street, NW
Washington, D.C. 20009

License No.: ABRA-117679
Order No.: 2021-180

Mi Casa Dupont, LLC, t/a Mi Casa, Applicant

Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Mi Casa Dupont, LLC, t/a Mi Casa (Applicant), Applicant for a new Retailer's Class CR License and ANC 2B have entered into a Settlement Agreement (Agreement), dated February 10, 2021, 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 ANC 2B, are signatories to the Agreement. The Applicant and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 7th day of April 2021, **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, except for the following modification:

Section 10 (Notice and Opportunity to Cure) – The language "shall constitute cause to request a Show Cause Order from the ABC Board" shall be replaced with the language "shall constitute cause to file a complaint with the ABC Board."

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson

Key: 424785d319a31f564d72009a31dccc88

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short

Key: 847ec3738200a5a8f1c0323a245ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato

Key: 256036a1fb146d774b75bd7017a20d

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member

Key: b560e81845e17ee4016135e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member

Key: 82172831f050a474311558f2a11805

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member

Key: 5027bda7f0d9040ec14d4eb52541ce5

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 10th day of February 2021 by and between Mi Casa Dupont, LLC t/a Mi Casa ("Applicant") and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC License with a Sidewalk Cafe and Entertainment Endorsements (ABRA-117679, "License") for a business establishment, Mi Casa, ("Establishment") located on the first and second floors of 1647 20th Street, NW ("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 pending application, conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to mitigate concerns related to the potential impact of the operation of the Establishment on the surrounding community and to eliminate the need for a Protest Hearing regarding the pending 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 Retailer's Class "C" Restaurant with an Entertainment Endorsement and Sidewalk Café Endorsement.

3. Interior Hours

A. Interior Hours of Operation of Operation and Sales, Service, and Consumption of Alcoholic Beverages. Applicant's interior Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

- Sunday: 10:00am - 2:00am;
- Monday through Thursday: 11:00am -2:00am;
- Friday: 11:00am - 3:00am; and
- Saturday: 10:00am - 3:00am.

B. Interior Hours of Entertainment. Applicant's Interior Hours of Entertainment shall not exceed:

- Sunday : 10:00am - 12:00am;
- Monday through Thursday: 11:00am -12:00am;
- Friday: 11:00am - 12:00am; and
- Saturday: 10:00am - 12:00am.

C. Provided that:

- i. On days designated by the DC ABC Board as "Holiday Extension of Hours" Applicant may avail itself of the extended hours so provided;
- ii. In the event the Council of the District of Columbia or the ABC Board grants Applicants in general extended operating and service hours (such as for Inauguration or World Cup) Applicant may avail itself of such extended hours for operation; sales and service of alcoholic beverages; and Entertainment; and
- iii. On January 1 of each year Applicant may operate; sell and serve alcoholic beverages until 3:00am on the interior Premises. Parties have no objection to Applicant applying for a One Day Substantial Change to offer Entertainment until 2:00am on New Year's Eve; and

4. Floors Utilized and Occupancy. Applicant operates its Establishment on the first and second floors of the building. The maximum occupancy of the interior premises shall not exceed 70 patrons. The Sidewalk Café seating and occupancy shall be no more than 80 (i.e. there will be no standing patrons who have been served).

5. Sidewalk Café.

A. Applicant may have sidewalk café seating for 80 patrons and may serve alcoholic beverages to seated patrons in the sidewalk café premises. No amplified music will be played on the sidewalk café.

B. Sidewalk Cafe Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

- Sunday: 10:00am - 11:00pm;
- Monday - Thursday: 11:00am - 11:00pm;
- Friday: 11:00am - 12:00am; and
- Saturday: 10:00am - 12:00am.

6. Noise and Privacy. Applicant will comply with D.C. Official Code § 25-725 and to that end shall take reasonable actions necessary to ensure that music, noise and vibration from the Establishment are not audible within nearby residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

7. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall use commercially reasonable efforts to 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.

8. Rats and Vermin Control. Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the front and back of the Premises properly cleaned at the end of each night to ensure that there is no garbage or odors present.

9. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestant that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to ABC Applicants (including this Settlement Agreement), and agrees that Protestant shall have standing to ask the ABC Board to enforce any violations of the agreement.

10. 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, as a condition precedent to seeking enforcement of the Agreement. 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 30 days of the date of such notice. If Applicant or the Applicant 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 seeking a Show Cause. Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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: Mi Casa Dupont, LLC t/a Mi Casa
1647 20th Street, NW
Washington, DC 20009
Attn: Jason Berry, Managing Member
Phone: 917.583.1423
Email: jason@kneadhd.com

If to Protestant: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Daniel Warwick, Chair
Email: 2B02@ANC.dc.gov


Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

11. No Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, Protestant shall refrain from filing a protest of Applicant's pending ABC license application or, if Protestant has already filed a protest of Applicant's pending ABC license application, Protestant shall withdraw said protest.

[signatures on the following page]

PROTESTANT:

Advisory Neighborhood Commission 2B

By:  Date: March 29, 2021
Daniel Warwick, Chair

APPLICANT:

Mi Casa Dupont, LLC

By:  Date: 4/1/21
Jason Berry, Managing Member