

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

In the Matter of:)	
)	
Eatonville, Inc.)	
t/a Mulebone)	
)	Case Nos.: 16-PRO-00063
Application for Renewal and Petition to)	16-PRO-00064
Terminate a Settlement Agreement)	License No.: ABRA-078882
for Retailer's Class CR License)	Order No.: 2016-670
)	
at premises)	
2121 14th Street, N.W.)	
Washington, D.C. 20009)	

Eatonville, Inc., t/a Mulebone (Petitioner)

James Turner, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

Christopher Young, President, Meridian Hill Neighborhood Association (MHNA)

Dror Karni, on behalf of A Group of Five or More Individuals

Dror Karni, on behalf of Pamela Fessenden, Katherine Gomer, William J. Kinberg, Kenji Kimura, Yuka Kimura, Douglas Carey, Yuko Carey, and Justin James Peabody (A Group of Abutting Property Owners)

Greg Link, President, Flats at Union Row, A Condominium Unit Owners' Association (Union Row)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that Eatonville, Inc., t/a Mulebone (Petitioner), entered into a Settlement Agreement with William Girardo on July 21, 2009, and it was approved by the Board on July 22, 2009. On March 30, 2016, the Petitioner sought to terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). In addition, the Petitioner filed an Application for renewal of its Retailer's Class CR License.

The Petition to Terminate and the Renewal Application have been protested and came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 13, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Petitioner, ANC 1B, MHNA, and Union Row, have entered into a Settlement Agreement (Agreement), dated October 26, 2016, that governs the operation of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson James Turner and Commissioner LaKisha M. Brown, on behalf of ANC 1B; Christopher Young, on behalf of MHNA; and Greg Link, on behalf of Union Row; are signatories to the Agreement.

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

Accordingly, it is this 30th day of November, 2016, **ORDERED** that:

1. The Protests of ANC 1B, MHNA, the Group of Five or More Individuals, and the Group of Abutting Property Owners 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:

Section 4 (Food and Alcohol Service) – The following language shall be removed: "...after thirty (30) days advance notice from Applicant to Protestants."

Section 8 (Transferability) – This Section shall be removed.

Section 10 (Binding Effect) – The term "assigns" shall be removed.

Section 12 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: "If Applicant fails to cure within the ten day period (or, with respect to a breach which reasonably requires more than

ten days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

The parties have agreed to these modifications.

3. The Settlement Agreement, dated July 21, 2009, between the Petitioner and William Girardo is hereby **TERMINATED**; and
4. Copies of this Order shall be sent to the Petitioner, ANC 1B, MHNA, Union Row, and Dror Karni, on behalf of the Group of Five or More Individuals and the Group of Abutting Property Owners.


District of Columbia
Alcoholic Beverage Control Board




Donovan Anderson, Chairperson



Nick Alberti, Member




Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, 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

Made this 26 day of October, 2016, by and between EATONVILLE, INC., t/a MULEBONE ("Applicant"), and Flats at Union Row, A Condominium Unit Owners' Association ("Union Row"), Meridian Hill Neighborhood Association ("MHNA") and ANC 1B (together "Protestants).

WITNESSETH

WHEREAS, Applicant has filed an application for renewal of its Retailer's Class CR Alcoholic Beverage Control (ABC) license at premises 2121 14th Street, N.W. Washington, D.C. ("the Premises"); and,

WHEREAS, Applicant also has filed a petition to terminate a certain July 21, 2009 Voluntary Agreement between Applicant and one William Girardo; and

WHEREAS, the Premises is located within the Building at 2125 14th Street, N.W., Washington, D.C. ("the Building"); and,

WHEREAS, in resolution of protests of said renewal application and petition to terminate filed by certain residents of the Building and protestants MHNA and ANC 1B, the parties desire to enter into this Agreement, whereby certain commitments on the part of the Applicant are memorialized;

NOW, THEREFORE, in consideration of the premises above recited and the covenants and conditions set forth below, the parties agree as follows:

1. NATURE OF THE BUSINESS. The Applicant will manage and operate a restaurant with an emphasis on food and a limited variety of live entertainment as noted below. Applicant agrees that a minimum of 45% of annual gross receipts will be from

food sales. Any change from this model shall require prior approval by the ABC Board after thirty (30) days advance notice from Applicant to Protestants.

2. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound capable of being heard outside the Premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 20. No noise generated by Applicant's entertainment activities shall be audible within the interior of Union Row residences after 10:00 pm on any day. At all times, noise levels generated from amplified music originating from the Premises shall conform to District of Columbia statutory and regulatory restrictions. Applicant shall regulate the audio system sound levels and location of equipment, including use of the audio system by contracted musicians, disc jockeys and other vendors so that it is consistent with the noise prohibitions set forth in this Agreement. Live music shall be presented no more than five (5) times per calendar month and email notice of each such performance shall be given to the Flats at Union Row no less than seventy-two hours prior to the commencement of such performances. Live music performances must be completed by 10PM (excepting New Year's Eve, when live entertainment may continue until 1AM); provided, that on Sundays – Thursdays: (a) live musical performances shall be limited to two (2) instruments and shall not include brass instruments or drums; and, (b) on such days musical instruments shall not be connected to the restaurant's sound system. No music will be permitted in the exterior summer garden. The entrance door and windows (excluding the summer garden) of the Premises will be kept closed at all times during business hours when music is being

played or any sound amplification device is being employed in the Premises, except when persons are in the act of using the door for ingress to or egress from the Premises.

Applicant agrees to implement additional measures to aid in the mitigation of noise from the Premises, monitor music levels and keep the soundboard in accordance with DCMR 20.

3. SAFETY & SECURITY. Intentionally omitted.

4. FOOD AND ALCOHOL SERVICE. Applicant hours will be as permitted by law or license assigned, except summer garden hours will be 9AM – Midnight – seven days per week. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not extend hours of operations without the express written approval of the ABC Board after thirty (30) days advance notice from Applicant to Protestants.

5. TRASH/GARBAGE/RODENTS. Applicant, to the extent of its control, will keep trash and oil barrels off public space and refrain from storing any items outside the trash room; provided, that trash and recycling pick-up shall not apply. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate any rat population. 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 dumpster nor dispose of them down the sink or any drain. Applicant, to the extent of its control, shall request that its trash and recycling contractors pick up trash and materials no earlier than 8:00 a.m. and no later than 6:00 p.m. Applicant shall further: (a) not wash floor mats or other equipment in the Building's loading dock area; (b) on a daily basis check the trash room and ramp and cleanup the same to the extent caused by Applicant's business

operations; and, (c) keep trash room exterior doors closed at all times after use by Applicant's employees or vendors.

6. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

7. PARKING. Intentionally omitted.

8. TRANSFERABILITY. Applicant shall provide Protestant with forty-five days' notice of intent to transfer the Class CR license for premises.

9. MODIFICATION OF VOLUNTARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties or with the approval of the ABC Board for acceptance and enforcement.

10. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

11. COMMUNICATIONS WITH APPLICANT. The Applicant shall provide to Union Row and MHNA both a phone number and an e-mail address of its restaurant managers, so that Union Row, MHNA or any of their residents may contact the Applicant in the event of disturbances from noise or other aspects of the Applicant's operation. The Applicant shall regularly update this list. Applicant is encouraged to attend Flats at Union Row Board meetings, upon invitation, to discuss such operational issues as may arise.

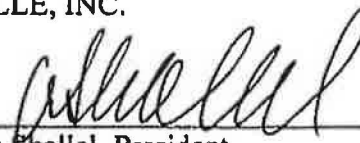
12. NOTICE AND OPPORTUNITY TO CURE. In the event that Applicant is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten days of the date of such notice. If Applicant fails to cure within the ten day period (or, with respect to a breach which reasonably requires more than ten days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC 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. Notice shall be deemed given as of the time of receipt or refusal of receipt. Notwithstanding anything contrary herein, the parties reserve all legal rights that they have to enforce this Agreement, and nothing herein shall prevent Union Row, MHNA or any of its residents from seeking enforcement of this Agreement and applicable regulations by District of Columbia ABRA and law enforcement officials and processes in the event of a violation

13. INCORPORATION OF AGREEMENT IN RENEWAL. This Agreement is contingent upon withdrawal of the protests of the pending license renewal application and the pending petition to terminate the July 21, 2009 Voluntary Agreement with William Girardo lodged by Advisory Neighborhood Commission 1B, MHNA and certain residents of the Building. The parties hereto will submit this Agreement to the District of Columbia Alcoholic Beverage Control Board with their joint request that the terms hereof be incorporated in the Board's orders approving the license renewal application and the petition to terminate the Girardo agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals
on the date first above written.

APPLICANT

EATONVILLE, INC.

By: 
Anas Shallal, President

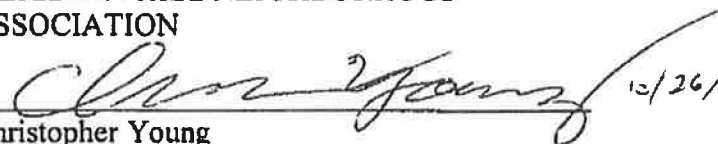
PROTESTANT(S)

FLATS AT UNION ROW, A CONDOMINIUM
UNIT OWNERS' ASSOCIATION

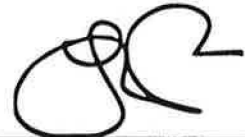
By:  10/26/2016
Greg Link, President

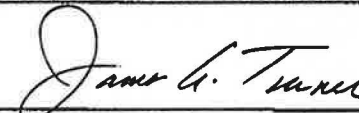
Attest:  10/26/2016
Dror Karni, Executive Vice President

MERIDIAN HILL NEIGHBORHOOD
ASSOCIATION

By:  10/26/16
Christopher Young
president@meridianhilldc.org

ANC1B

By: 
LaKisha M. Brown, ANC 1B04 Commissioner/1B
Secretary

By: 
James A. Turner, ANC 1B09 Commissioner/1B
Chairperson