

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

In the Matter of:)
)
Pirate Castle 1101 Management, LLC)
t/a National Union Building)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
918 F Street, NW)
Washington, D.C. 20004)
)
)

Case No.: 22-PRO-00028
License No.: ABRA-120514
Order No.: 2022-606

Pirate Castle 1101 Management, LLC, LLC, t/a National Union Building, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Ashley Steinberg, on behalf of a Group of Five or More Individuals, 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 THE GROUP OF FIVE OR MORE INDIVIDUALS’ PROTEST**

The Application filed by Pirate Castle 1101 Management, LLC, t/a National Union Building (Applicant), for a New Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 9, 2022, and a Protest Status Hearing on June 29, 2022.

The official records of the Board reflect that the Applicant and the Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated August 9, 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 and Ashley Steinberg, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals, of this Application.

Accordingly, it is this 10th day of August 2022, **ORDERED** that:

1. The Application filed by Pirate Castle 1101 Management, LLC, LLC, t/a National Union Building, for a new Retailer's Class CT License, located at 918 F Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More in this matter is hereby **WITHDRAWN**;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: 4076248138170e4b2737034182e988

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac373b20de6ac8d1b332dd29464c

James Short, Member

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 15660e61845e1f5e4016155e5c12f81c0

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172631f05694474211556f6c2a41866

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f09f0060ec14ad8b52541ce5

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 entered into on August 9, 2022 by and between **PIRATE CASTLE 101 MANAGEMENT, LLC T/A NATIONAL UNION BUILDING** (the “Applicant”) and **ASHLEY STEINBERG** on behalf of a Group of 5 or more (the “Protestant”).

RECITALS

WHEREAS, the Applicant has applied for a Retailer’s Alcohol Beverage Control, Retailer’s Class CT, License, (the “License”) for premises located at 918 F Street NW, Washington D.C. 20004 (the “Establishment”).

WHEREAS, Protestants (residents of 912 F Street NW, Washington D.C. 20004, the “Ventana”) have filed a formal protest with the ABRA Board based on the effects of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and upon vehicular and pedestrian safety.

WHEREAS, the parties agree that the Applicant shall take measures to mitigate noise emanating from the venue and disruption to the neighborhood;

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) Licensee will agree to adopt certain ongoing measures to address Protestants’ concerns and to include this Agreement as a formal condition of its application and license, and (2) Protestants will withdraw their protest of the application provided that the Board approve this Agreement conditioned upon Licensee'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:

AGREEMENT

1. ***Deliveries/Noise Reduction.*** Applicant shall schedule deliveries to the Establishment and “load outs” from the Establishment such that they do not occur during the following hours:
 - a. Midnight -9:00 a.m. Monday-Friday
 - b. 5:00 p.m.-7:00 p.m. Monday-Friday
 - c. 2:00 a.m-9 a.m. Saturday and Sunday

The Licensee agrees to notify its service providers of these delivery arrival hour limitations. Applicant shall have a staff member onsite monitoring deliveries and load outs to guard against parking violations by drivers and blockage of the entrance to the Ventana and the adjacent alleyway.

2. ***Unloading of Passenger Vehicles.*** Applicant shall make reasonable efforts, including during ongoing events, to prevent buses from dropping off or picking up from the Establishment from locations immediately in front of the Ventana and shall also make reasonable efforts to prevent passengers from buses from blocking the sidewalk in front of the Ventana (e.g. by approaching the buses or passengers and instructing them to move).
3. ***Rideshare.*** Licensee shall coordinate with rideshare companies in an effort to create a ridesharing node located at 9th Street NW and F Street NW and rather than at the Premises entrance on F Street NW (such that the geographical marker visible to riders in the rideshare application reflects this location.)
4. ***Music and live entertainment.*** Applicant will strictly comply with D.C. Official Code § 25-725 and will ensure that music, noise, bass, and vibration from the Establishment are not audible in any residential premises as provided in that section.
5. ***Smokers.*** Applicant shall make reasonable efforts, including during ongoing events, to discourage patrons from congregating in front of the Ventana and shall direct smokers to locations east of the front of its premises.
6. ***Contact person.*** Licensee agrees to provide the Protestants with the name and number for a point of contact for Ventana representative(s), and such Licensee point of contact shall be reachable during all events and deliveries. While any aggrieved party may contact the individual with specific questions, concerns, or complaints during an ongoing incident, this Section 6 shall apply to the single set of representatives designated by the Protestants to represent the residents and convey any specific questions, concerns, or complaints.
7. ***Control of Establishment and License.*** All special events, private parties, and promoter activities will be conducted by the Licensee according to the terms of this Agreement. The Licensee shall maintain ownership and control of the licensed establishment and Premises at all times.
8. ***Violation of Agreement.*** At the occurrence of any infractions of the Settlement Agreement, the Licensee will be contacted by a representative of the Protestants for a resolution. If unresolved, the complainant will call for an ABRA inspector, and file an official complaint with ABRA for violation of the Settlement Agreement.
9. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the Protest filed by Protestants shall be deemed withdrawn.

[Signature page to follow]

IN WITNESS WHEREOF, the parties place their signatures to this Agreement on August 9, 2022.

ACKNOWLEDGED AND ACCEPTED:


PIRATE CASTLE 1101 MANAGEMENT, LLC

By 
Anna Valero

ACKNOWLEDGED AND ACCEPTED:

GROUP OF 5 OR MORE

THE VENTANA

By 
Ashley Steinberg