

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

**In the Matter of:** )  
)  
Emilie's, LLC )  
t/a Paraiso )  
)  
Applicant for Renewal of a )  
Retailer's Class CR License )  
)  
at premises )  
1101 Pennsylvania Avenue, SE )  
Washington, D.C. 20003 )  
)

Case No.: 22-PRO-00059  
License No.: ABRA-111597  
Order No.: 2022-791

Emilie's, LLC, t/a Paraiso, Applicant

Corey Holman, Chairperson, Advisory Neighborhood Commission (ANC) 6B, Protestant

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

---

**ORDER ON SETTLEMENT AGREEMENT  
AND WITHDRAWAL OF ANC 6B'S PROTEST**

---

The Application filed by Emilie's, LLC, t/a Paraiso (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 1, 2022, and Protest Status Hearing on September 21, 2022.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 18, 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 Chairperson Corey Holman, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B of this Application.

Accordingly, it is this 26th day of October 2022, **ORDERED** that:

1. The Application filed by Emilie's, LLC, t/a Paraiso, for renewal of its Retailer's Class CR License, located at 1101 Pennsylvania Avenue, SE, Washington, D.C., is **GRANTED**;
2. 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 6 (Noise Mitigation) – Second paragraph shall be modified to read as follows: “Notwithstanding D.C. Code § 25-725, Applicant agrees to not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument.”

The parties have agreed to this modification.

3. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via ScanlessDocs.com  
*Donovan Anderson*  
Key: 4642c948894269c4b736093d14cc2f

---

Donovan Anderson, Chairperson

eSigned via ScanlessDocs.com  
*James Short*  
Key: 3475c0732022e6d6c8d1327266094b2

---

James Short, Member

eSigned via ScanlessDocs.com  
*Bobby Cato*  
Key: 225a2f6e2f149f7f1175c4f1917c20d

---

Bobby Cato, Member

eSigned via ScanlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: 330C6f164b1f2e4b1d15c4bc12f51c2

---

Rafi Crockett, Member

Jeni Hansen, Member

eSigned via ScanlessDocs.com  
*Edward Grandis, Member*  
Key: 5c27bd17f9f042cc144db52541ce5

---

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 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).

AMENDED AND RESTATED SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B

and  
EMILIE'S LLC  
d/b/a PARAISO

THIS AMENDED AND RESTATED SETTLEMENT AGREEMENT is made on \_\_\_\_ day of October 2022 by and between Emilie's LLC (d/b/a Paraiso) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Amended and Restated Settlement Agreement ("A&R Agreement") as it relates to conduct of business located at 1101 Pennsylvania Avenue SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant and ANC6B have a Settlement Agreement dated, December 10, 2018, and finalized by ABC Board Order No. 2019-020 ("Original Agreement");

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval for the renewal of its Retailers' Class "C" Restaurant License (ABRA-111597) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily amending and restating the Original Agreement and entering into and mutually memorialize in this A&R Agreement the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service Restaurant ("Establishment") at the Premises. Applicant seeks a total seating for up to 150 patrons, inclusive of 115 indoors and no more than 35 seats on the sidewalk café. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons agreed to in this A&R Agreement. Notwithstanding the forgoing, Applicant may operate with a total occupancy greater than 150, but not to exceed the occupancy load listed on the Certificate of Occupancy for the Premises, pursuant to a One Day Substantial Change Permit approved by the ABC Board. The Establishment currently does not have an Entertainment Endorsement.

3. Hours of Operation, Sales, Service, and Consumption. Applicant's hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Hours of Operation, Sales, Service, and Consumption on the interior of the Establishment:

Sunday through Saturday: 8:00 a.m. – 12:00 a.m.

Hours of Operation, Sales, Service, and Consumption on the Sidewalk Cafe:

Sunday through Thursday: 8:00 a.m. – 11:00 p.m., however, Applicant shall stop seating new patrons on the Sidewalk Cafe at 10:00pm Sunday through Thursday.

Friday and Saturday: 8:00 a.m. – 12:00 a.m. (recognizing that there are residents directly above and across the street from the Establishment)

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. These extended hours apply only to the interior of the Establishment.

In addition, the Licensee may apply for a One Day Substantial Change ("ODSC") to offer Entertainment inside the Establishment no more than six (6) times in one calendar year. Applicant will submit, as required by regulation, an application, any forms or documents to ABRA and gain approval for such extended hours of service or Entertainment. Applicant is encouraged to notify ANC6B when it submits ODSC applications so ANC6B may notify the nearby residences of the application.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space. Applicant shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. Applicant shall cause the area extending from the Premises to the curbs on both the 11<sup>th</sup> Street SE and Pennsylvania Avenue SE sides of the Establishment to be regularly swept to remove litter and debris no less than three (3) times during the hours of operation and one time after the end of daily operations, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials as may be reasonably required to contain and minimize public disposal of waste originating from the Premises. Applicant shall secure the furniture in the public space so as to discourage individuals from using the Sidewalk Cafe seating and furniture outside of the Establishment's operating hours.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced.

Applicant shall coordinate with the building owner or property management company to utilize a trash storage room within the interior of the Premises' building with sufficient capacity to store all grease, recyclable trash, and non-recyclable waste (garbage). The interior trash storage room will have direct access from the dining, hallway, and/or kitchen area of the Premises. The Parties acknowledge that the indoor trash room is available for all commercial tenants of the building and that Applicant does not have exclusive use of the indoor trash storage room. To the extent that it is within Applicant's control, the interior trash room will comply with DC Department of Health requirements for indoor trash storage rooms.

Applicant shall transport grease, recyclable trash, or non-recyclable trash from the Premises to the interior trash room utilizing the building's internal hallways. Applicant shall not utilize any exterior point of access to the interior trash storage room for purposes of depositing grease, recyclable trash or non-recyclable trash in the interior trash storage room and shall maintain the exterior doors in a closed and secured position except as reasonably required for regularly scheduled garbage, recyclable, and grease pick up by third-party vendors.

To the extent that it is within Applicant's control, Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the interior trash storage room:

- a. Garbage shall be collected a minimum of three (3) days per week and recycling a minimum of three (3) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure that agreements with third-party garbage and recycling disposal providers include a stipulation that garbage, recyclable, and grease collections shall occur after 7:00 a.m. Monday through Friday and after 8:00 a.m. Saturday and Sunday or before 10:00 p.m. daily.
- c. Applicant shall not prop open the indoor trash room's exterior door except as reasonably required for regularly scheduled garbage, recyclable, and grease pick up by third-party vendors;
- d. Applicant shall not store or place any foodstuffs, other consumable supplies kegs, firewood, or restaurant supplies or goods of any type on the public space abutting and adjacent to the Premises, excepting that which is required for regular operation of the Sidewalk Cafe.
- e. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;
- f. Applicant's receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition, and any damaged or leaking containers shall be promptly repaired or replaced;
- g. Applicant will check daily the full area around the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;

- h. No power-washing undertaken by the Applicant of the sidewalk café shall occur between the hours of 7:00 p.m. and 8:00 a.m. Excepting emergency repairs or maintenance, power-washing associated with kitchen exhaust ventilation and filtering system shall occur between 8:00 a.m. and 7:00 p.m. Notwithstanding the forgoing, power-washing associated with kitchen exhaust ventilation and filtering system shall may occur as early as 7:00 a.m. up to four times per year for routine cleaning and maintenance.
- i. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues.
- j. Applicant shall provide residents of Penn 11 Condominiums with a direct phone number to contact the General Manager to report noise disturbances caused by restaurant operations.

6. Noise Mitigation. Applicant shall not create objectionable noises, music, or other sounds from the Establishment that are audible beyond the Premises.

Applicant specifically agrees that it shall strictly adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises is located, notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3).

Applicant shall make necessary architectural improvements to the property and take all necessary actions to minimize the impact of music, noise, and vibration from the Establishment on residences above the Establishment. To this end, Applicant shall take the steps recommended by the Applicant's sound technician in his August 1, 2022 report which involves the installation of soft padding on the bottom of chairs' feet and sealing gaps around concrete slab and floor above and existing plumbing fixtures penetrating the ceiling.

Applicant agrees to keep its doors and windows closed when music is being played inside the Premises. However, it is understood by the parties that Applicant may open its window panels, and that music may be played but limited to a level not audible beyond the Premises. Applicant shall take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors such as the installation of a mechanical door closer to prevent the door from slamming.

7. Odor and Emission Control. Applicant shall use its commercially reasonable efforts to control and mitigate any odor emanating from the Premises by maintaining a high efficiency grease extracting kitchen exhaust ventilation and filtering system. This system shall be of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation at the Establishment. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Excepting emergency repairs or maintenance, Applicant shall not permit or authorize such vendors to power wash the system

between the hours of 10:00 p.m. and 8:00 a.m. Notwithstanding the forgoing, Applicant may permit or authorize such vendors to power wash the system as early as 7:00 a.m. one time per month for routine cleaning and maintenance.

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. To the extent that it is within the Applicant's control, Applicant shall maintain property and landscaping, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.

9. Restrictions on Use of Points for Access/Egress and Deliveries. Applicant shall not permit its employees to take breaks within the trash storage room or immediately adjacent to the Establishment on 11<sup>th</sup> Street, SE, nor use the doorway to the trash storage room for any access or egress except in case of emergency or for purposes of facilitating third-party trash, recycling or grease disposal or power washing sidewalk outside of the trash storage area.

To the extent practicable, Applicant, shall inform and encourage all commercial third-party vendors to refrain from using residential parking zones in the area. Applicant shall notify third-party delivery drivers that D.C. regulations (20 DCMR § 900.1) prohibits the idling of trucks on public or private space for more than three (3) minutes while parked to make deliveries.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall take reasonable efforts to discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit the sale of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

11. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), DC Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

12. 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 be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.



*Settlement Agreement*

*ANC 6B*

If to Applicant: Emilie's LLC t/a Paraiso  
1101 Pennsylvania Avenue, SE  
Washington, DC 20003  
Attention: Sam Shoja  
email: samshoja.dc@gmail.com

If to ANC6B: Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Attention: Chairperson  
email: [6B@anc.dc.gov](mailto:6B@anc.dc.gov)

Failure to give notice shall not constitute a 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.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Emillie's LLC d/b/a Paraiso  
ABRA# 111597  
1101 Pennsylvania Avenue, SE  
Washington, DC 20003  
Sam Shoja, Manager

Signature: Sam

Date: Oct 7-22

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Corey Holman, Chairperson  
Phone: (202) 543-3344

Signature: Corey Holman

Date: 10-18-22