

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

In the Matter of:)

Philotimo, LLC)
t/a Philotimo)

Application for a New)
Retailer's Class CR License)

at premises)
1100 15th Street, NW)
Washington, D.C. 20005)

Case No.: 19-PRO-00015
License No.: ABRA-112439
Order No.: 2019-455

Philotimo, LLC, t/a Philotimo, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Julianne Dymowski, Counsel, on behalf of A Group of Five or More Individuals and Capital Hilton Hotel, Property Owner

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

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

The Application filed by Philotimo, LLC, t/a Philotimo (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 18, 2019, and a Protest Status Hearing on April 10, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, a Group of Five or More Individuals, and a Property Owner have entered into a Settlement Agreement (Agreement), dated May 21, 2019, that governs the operation of the Applicant's establishment.

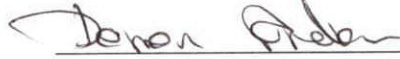
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Brian Kelleber, on behalf of the Property Owner; and Mike Fasano, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by the Group of Five or More Individuals and the Property Owner.

Accordingly, it is this 5th day of June, 2019, **ORDERED** that:

1. The Application filed by Philotimo, LLC, t/a Philotimo, for a new Retailer's Class CR License, located at 1100 15th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of the Group of Five or More Individuals and the Property Owner in this matter are hereby **WITHDRAWN**;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 Applicant and Julianne Dymowski, Esq., on behalf of the Group of Five or More Individuals and the Property Owner.

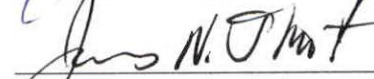
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 21st day of May, 2019, by and between Philotimo Hospitality LLC, t/a Philotimo, ABRA License 112439 ("Applicant"), and Group of 7 residents and property owners of the Presidential Cooperative, by and through the Board of the Presidential Cooperative, and CHH Capital Hotel Partners, LP, as the property owner of 1001 16th Street, N.W., Washington, D.C., (collectively "Protestants") (hereinafter jointly referred to as the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Restaurant License for a business establishment ("Establishment") located at 1100 15th Street, N.W., Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement, and request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license 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 minimize the effect on (i) peace, order, and quiet of the neighborhood; residential parking; and vehicular and pedestrian safety; as well as (ii) to eliminate the need for a Protest Hearing regarding the license 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 the Establishment as a Retailer's Class "C" Restaurant.
- 3. Interior Hours of Operation: Hours of Sales/Service/Consumption of Alcoholic Beverages; and Entertainment.**

Hours of operation, including sales/service/consumption of alcoholic beverages and entertainment, shall not exceed:

Sunday through Thursday:	8:00 a.m. – 2:00 a.m.
Friday and Saturday:	8:00 a.m. – 3:00 a.m.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours

(such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00 a.m.

4. Outdoor Areas -- Hours of Operation and Sales/Service/Consumption of Alcoholic Beverages.

For purposes of regulating hours under this Agreement, the outdoor space is divided into five Outdoor Areas: Area A, Area B, Area C, Area D and Area E as reflected on Exhibit 1 attached hereto.

The hours for Area A, Area B and Area D shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 11:00 p.m.
Friday and Saturday:	8:00 a.m. – 12:00 a.m.

Provided, that on days designated by the ABC Board as "Holiday Extension of Hours" Applicant may avail itself of an extra hour (12:00 a.m. Sunday-Thursday and 1:00 a.m. Friday-Saturday) for operations and sales/service/consumption in Area A, Area B and Area D; in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours for limited duration special events (such as Inauguration), Applicant may avail itself of an extra hour (12:00 a.m. Sunday-Thursday and 1:00 a.m. Friday-Saturday) for operations and sales/service/consumption in Area A, Area B and Area D.

The hours for Area C shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 12:00 a.m.
Friday and Saturday:	8:00 a.m. – 1:30 a.m.

No "Holiday Extension of Hours" or City Council/ABC Board Special Event Extension of Hours shall be applicable to Area C.

The hours for Area E shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 1:00 a.m.
Friday and Saturday:	8:00 a.m. – 2:00 a.m.

Provided, that on days designated by the ABC Board as "Holiday Extension of Hours" Applicant may avail itself of an extra hour (2:00 a.m. Sunday-Thursday and 3:00 a.m. Friday-Saturday) for operations and sales/service/consumption in Area E; in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours for limited duration special events (such as Inauguration), Applicant may avail itself of an extra hour (2:00 a.m. Sunday-Thursday and 3:00 a.m. Friday-Saturday) for operations and sales/service/consumption in Area E.

There shall be no entertainment or live music in any Outdoor Areas, only low level background ambient music shall be allowed. No bar shall be located in the Outdoor Areas. Notwithstanding the foregoing, Applicant may have live entertainment for up to 5 events per calendar year in Area C only provided entertainment ends no later than 11 p.m. on Sunday-Thursday and no later

than midnight on Friday and Saturday and provided that advance notice is provided to the Protestant at the email addresses set forth in Section 9 below. Such notice shall be provided by Applicant as early as possible as soon as Applicant becomes aware that entertainment will be scheduled.

5.Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties or to the guests of the property located at 1001 16th Street N.W., Washington, D.C. Applicant further agrees to use various reasonable means to mitigate noise from the Outdoor Areas, including use of planters, shrubbery, and/or other muting or muffling objects or structures, as determined by Applicant.

6.Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.

7.License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

8.Miscellaneous. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement

9.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 thirty (30) days of the date of such notice. If Applicant or the licensee 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 pursue such cure) such failure shall constitute cause for filing a complaint with the ABC Board. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing and served 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: Philotimo Hospitality, LLC
 1100 15th Street N.W.
 Washington, D.C.
 Attn: Nicholas Stefanelli
 Phone: 202-207-6301
 Email: nicholas@masseria-dc.com

If to Protestants: Brian Kelleher, General Manager
Capital Hilton
1001 16th Street N.W.
Washington, D.C.
Phone: 202-393-1000
Email: Brian.Kelleher@hilton.com

and

Julianne E. Dymowski, Esquire
Whiteford, Taylor & Preston, LLP
1800 M Street, N.W., Suite 450N
Washington, D.C. 20036
Email: jdymowski@wtplaw.com

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. The Parties agree to provide prompt notice to one another of any change of address for service of notices required under this Agreement.

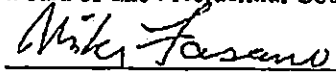
10. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANTS

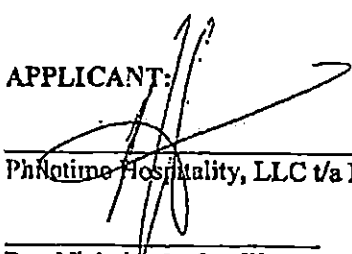

CHH Capital Hotel Partners, L.P., as Property Owner of 1001 16th Street NW, Washington, DC,

By: Brian Kelleher, General Manager of Capital Hilton, authorized agent

Board of The Presidential Cooperative on behalf of the group of 7 individual protestants


By: Mike Fasano, Board President

APPLICANT:


PhNotime Hospitality, LLC t/a Philotimo

By: Nicholas Stefanelli



PHILLOTIMO
Restaurant and Cafe
3100 15th Street NW
Washington, DC 20005

A0300

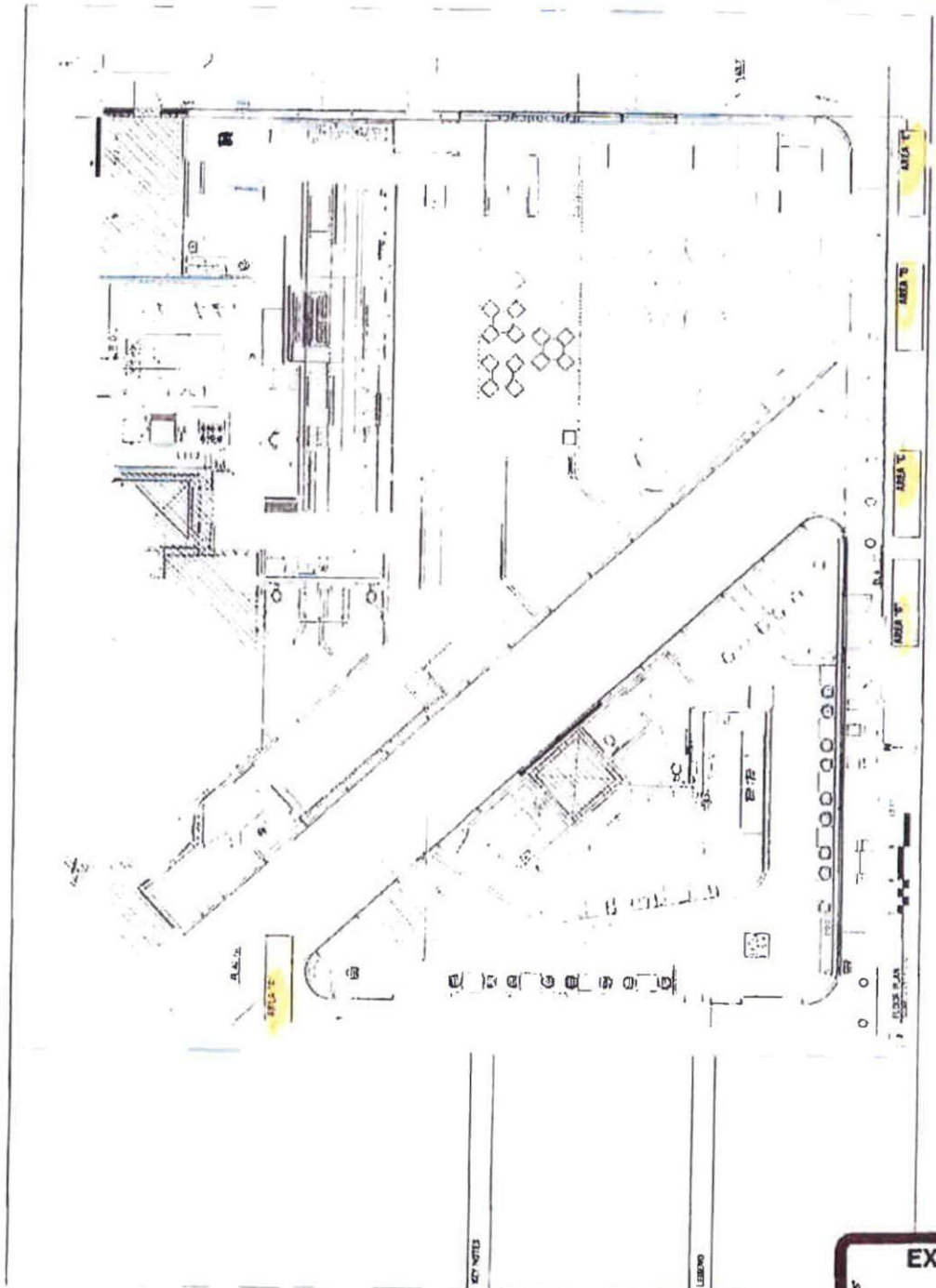


EXHIBIT
1