

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

In the Matter of:

Paradise SV, LLC
t/a Pizzeria Paradiso

Applicant for a New
Retailer's Class CR License

at premises
4850 Massachusetts Avenue, NW
Washington, D.C. 20016

License No.: ABRA-109295

Order No.: 2018-259

Paradise SV, LLC, t/a Pizzeria Paradiso (Applicant)

Stephen K. Gardner, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 3D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Paradise SV, LLC, t/a Pizzeria Paradiso (Applicant), and ANC 3D entered into a Settlement Agreement (Agreement), dated April 4, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Stephen K. Gardner, on behalf of ANC 3D, are signatories to the Agreement.


Accordingly, it is this 2nd day of May, 2018, **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:


Subsection I(a) (Nature of the Business) – Last sentence, the language “shall require prior Board approval” shall be replaced with the language “may require prior Board approval.”

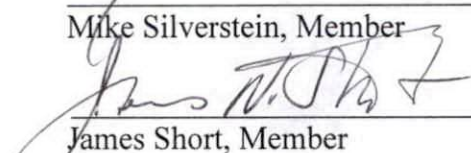
2. Copies of this Order shall be sent to the Applicant and ANC 3D.

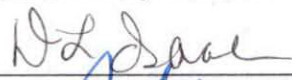
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson

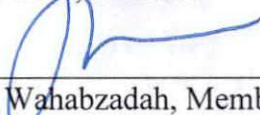

Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Donald Isaac, Sr., 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 fourth day of April 2018 by and between Paradise SV, LLC ("Applicant"), and Advisory Neighborhood Commission ("ANC 3D"), (collectively, the "Neighborhood").

WITNESSETH

WHEREAS, Applicant has received Liquor License Class C #109295 for a business establishment ("Establishment") located at 4850 Massachusetts Avenue, NW, Washington, DC ("Premises"); and

WHEREAS, the Neighborhood is desirous of entering into a Settlement Agreement pursuant to DC Official Code §25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood; (ii) pedestrian safety and vehicular traffic; and (iii) the property values of residential properties in the immediate surrounding neighborhood.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

- I. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
 - a. ***Nature of the Business.*** The Applicant shall manage and operate a restaurant and summer garden with an emphasis on food at 4850 Massachusetts Avenue, NW. The Certificate of Occupancy shall provide for total interior seating for up to 135 patrons, including an indoor bar-counter of up to 21 seats, plus an outdoor summer garden with 64 seats. In the event the Certificate of Occupancy has lower seat and load numbers, then the lower numbers will be effective. Any change to this model shall be of great concern to the community and may be brought to the ABC Board's ("Board") attention. Any change in operations shall require prior Board approval.
 - b. ***Hours of Operation and Alcoholic Beverage Sales.*** The Applicant's hours of operation inside shall not exceed:
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- Monday - Thursday: 11:00 am – 12:00 am
- Friday: 11:00 am – 12:00 am
- Saturday: 9:00 am – 12:00 am
- Sunday: 9:00 am – 12:00 am

The Applicant's hours of operation outside shall not exceed:

- Monday - Thursday: 11:00 am – 11:00 pm
- Friday: 11:00 am – 12:00 am
- Saturday: 9:00 am – 12:00 am
- Sunday: 9:00 am – 11:00 pm

The Applicant's hours of alcoholic beverage sales, service, and consumption inside shall not exceed:

- Monday - Thursday: 11:00 am – 12:00 am
- Friday: 11:00 am – 12:00 am
- Saturday: 11:00 am – 12:00 am
- Sunday: 11:00 am – 12:00 am

The Applicant's hours of alcoholic beverage sales, service, and consumption outside shall not exceed:

- Monday - Thursday: 11:00 am – 11:00 pm
- Friday: 11:00 am – 12:00 am
- Saturday: 11:00 am – 12:00 am
- Sunday: 11:00 am – 11:00 pm

The Applicant will take reasonable efforts to ensure that ingress, egress and outside seating does not negatively impact the surrounding environs. Any tenting or enclosures of the summer garden shall be temporary and restricted to October through April. Summer garden seating and tenting shall not prevent pedestrian access via the adjoining Paseo.

- c. ***Parking/Valet Arrangements.*** It is a principal concern of ANC 3D that the Applicant's operation of Paradise SV, LLC does not create or exacerbate parking problems within the immediate area. Applicant shall encourage managers and employees to use public transit. The Applicant shall require that its management and employees, if driving, park legally at all times and take all reasonable measures to ensure vendors operate in compliance with the posted parking regulations of

the District of Columbia. The applicant requires employees and management not to park on adjacent neighborhood streets, including Fordham Road, 48th Place, Van Ness Street, and 49th Street. The Applicant will work with the Landlord to try to provide complimentary parking for customers picking up orders. Additionally, the adjoining parking lot shall not be used for promotional events.

- d. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and, in addition, shall take all reasonable actions to avoid and discourage excessive noise emanating from the establishment from disturbing those living in adjacent residential properties. The Applicant commits to maintaining neighbor-friendly noise levels inside and outside and will provide its managers and wait staff with strategies for noise control and instruct them to deal promptly with any excessive noise. No music, instruments or amplified sound will be played outdoors. And no music, instruments or other amplified sounds shall be audibly louder than normal conversation volumes five feet beyond the establishment's outdoor seating after 10 pm. A log of all neighborhood complaints about noise and behavior shall be maintained by the Applicant, including the date and time of the complaint, the nature of the complaint, and the remedial action taken by the manager in response to the complaint, if any.
- e. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb and parking lot 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. Trash shall be disposed of in the enclosed trash area located along 49th Street behind the existing Millie's restaurant. All trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m., Monday thru Friday, and 9:00 a.m. and 6:00 p.m. on Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays.
- f. **Rats and Vermin Control.** Applicant shall keep those areas adjacent to the trash dumpster and rear access areas, reasonably clean and free of garbage, grease and litter. Applicant shall provide rat and vermin control for its property and shall provide proof of its rat and vermin

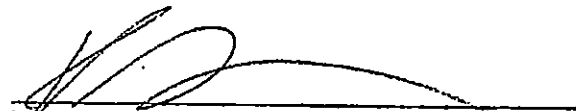
control contract upon the request of the Board. Applicant shall use all commercially reasonable efforts to ensure that there are not odors from the trash dumpster(s).

- II. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to ANC 3D 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, and agrees that ANC 3D shall have standing to ask the Board to enforce any violations of this agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to file a complaint with the Board for issuance of an Order to Show Cause, pursuant to DC Code §25-447 (2001), to gain Applicant's compliance with the terms of this Agreement and ABRA regulations.
 - III. ***Notice and Opportunity to Cure.*** In the event the 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. Failure to cure shall constitute a cause for filing a complaint with the Board pursuant to DC Official Code §25-447. Notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, or emailed. Notice shall be deemed given as of the time of receipt or refusal of receipt. 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 Board or any other enforcement action.
 - IV. **Entire Agreement:** This Agreement sets forth the entire understanding of the Parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by the Parties to this Agreement other than those expressly set forth herein.
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By:

A handwritten signature in cursive script, reading "Stephen K. Gardner", is written over a horizontal line.

Stephen K. Gardner, Chair
Advisory Neighborhood Commission 3D
PO Box 40846
Palisades Station
Washington, DC 20016

A handwritten signature in cursive script, reading "Ruth Gresser", is written over a horizontal line.

Ruth Gresser, ~~Owner~~ Managing Member
Paradise SV, LLC

4850 Massachusetts Avenue, NW
Washington, DC 20016