

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

In the Matter of:	)	
Paradise SV, LLC,	)	Case No.: 19-PRO-00029
t/a Pizzeria Paradiso	)	License No.: ABRA-097889
Application for Renewal of the	)	Order No.: 2019-560
Retailer's Class CR License	)	
at premises	)	
4850 Massachusetts Avenue, N.W.	)	
Washington, D.C. 20016	)	
	)	

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

Chuck Elkins, Commissioner, Advisory Neighborhood Commission (ANC) 3D

Thomas M. Smith, on behalf of a Group of Five or More Individuals

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

---

**ORDER ON SETTLEMENT AGREEMENT AND DISMISSAL OF THE GROUP OF  
FIVE OR MORE INDIVIDUAL'S PROTEST**

---

The Application filed by Paradise SV, LLC, t/a Pizzeria Paradiso (Applicant), for renewal of its Retailer's CR License, having been protested by the Group of Five or More Individuals, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 20, 2019, and a Protest Status Hearing on June 26, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 3D entered into a Settlement Agreement (Agreement), dated July 10, 2019, 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 Commissioner Chuck Elkins, on behalf of ANC 3D, are signatories to the Agreement.


Furthermore, the Board dismisses the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that “. . . in the event that an affected ANC submits a settlement agreement to the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2) . . .” Having approved the Agreement between the Applicant and ANC 3D, the Board now dismisses the Group of Five or More Individuals by operation of law.

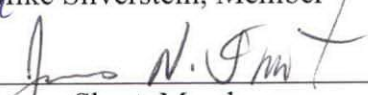
Accordingly, it is this 24<sup>th</sup> day of July 2019, **ORDERED** that:

1. The Application filed by Paradise SV, LLC, t/a Pizzeria Paradiso, for renewal of its Retailer’s CR License, located at 4850 Massachusetts Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee’s establishment is **APPROVED** and **INCORPORATED** as part of this Order.
3. The Protest of the Group of Five or More Individuals is **DISMISSED**.
4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Applicant, ANC 3D, and Thomas Smith, on behalf of the Group of Five or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Bobby Cato, Member

\_\_\_\_\_  
Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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 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).

AMENDED AND RESTATED  
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this tenth day of <sup>July</sup> June 2019 by and between Paradise SV, LLC ("Applicant"), and Advisory Neighborhood Commission ("ANC 3D"), (collectively, the "Neighborhood").

WITNESSETH

WHEREAS, Applicant has applied for renewal of its 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 may require prior Board approval.
  - b. *Hours of Operation and Alcoholic Beverage Sales.* The Applicant's hours of operation inside shall not exceed:

- 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. The applicant will post a sign inside the restaurant encouraging patrons to park legally and including a list of parking options available to patrons.

- 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).

- g. Applicant agrees to participate in neighborhood efforts to address area traffic concerns including redirecting traffic flow; clearly demarcating legal on-street parking; and, increasing loading zone parking options. Applicant agrees to encourage its vendors to park in designated loading zones while making deliveries to the Applicant.

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.

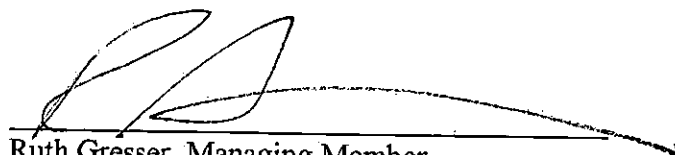
III. *Notice and Opportunity to Cure.* In the event the Applicant is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Failure to cure shall constitute a cause for filing a complaint with the 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 replaces and supersedes the previous Agreement dated April 4, 2018 and approved by the Board on May 2, 2018. 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.

By:

---

Chuck Elkins, Chair  
Advisory Neighborhood Commission 3D PO  
Box 40846  
Palisades Station  
Washington, DC 20016



---

Ruth Gresser, Managing Member  
Paradise SV, LLC  
4850 Massachusetts Avenue, NW  
Washington, DC 20016



By:

Chuck Elkins 7/10/19

Chuck Elkins, Chair  
Advisory Neighborhood Commission 3D PO  
Box 40846  
Palisades Station  
Washington, DC 20016

---

Ruth Gresser, Managing Member  
Paradise SV, LLC  
4850 Massachusetts Avenue, NW  
Washington, DC 20016