

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNANBIS BOARD**

In the Matter of:)	
)	
Dupont Eatery, Inc.)	
t/a Platinum DC Club)	
)	Case No: 26-PRO-00010
Petition to)	License No.: ABRA-128784
Amend or Terminate a Settlement Agreement)	Order No.: 2026-322
for Retailer’s Class CN License)	
)	
at premises)	
1805 Connecticut Avenue, NW)	
Washington, D.C. 20009)	

Dupont Eatery, Inc., t/a Platinum DC Club, Petitioner

Richard Bianco, Counsel, on behalf of the Petitioner

Zachary Adams, Chairperson, Advisory Neighborhood Commission (ANC) 2B,
Protestant

Carole Feld, Chairperson, Advisory Neighborhood Commission (ANC) 2D, Protestant

Donald J. Friedman, President, Sheridan-Kalorama Neighborhood Council, Protestant

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

**ORDER ON SETTLEMENT AGREEMENT, ON WITHDRAWAL OF
PROTESTS, AND ON TERMINATING EXISTING SETTLEMENT
AGREEMENT**

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the previous establishment entered into a Settlement Agreement with ANC

2B, ANC 2D, and Sheridan-Kalorama Neighborhood Council on October 29, 2020, and it was approved by the Board on November 18, 2020, that governs the operations of the Petitioner's establishment. This matter comes now before the Board to consider Dupont Eatery, Inc., t/a Platinum DC Club's (Petitioner) petition to Amend or Terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). The Petition to Amend or Terminate was protested by ANC 2B, ANC 2D, and Sheridan-Kalorama Neighborhood Council.

The official records of the Board reflect that the Petitioner, ANC 2B, ANC 2D, and Sheridan-Kalorama Neighborhood Council have entered into a Settlement Agreement (Agreement), dated March 13, 2026, that governs the operations of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson Zachary Adams, on behalf of ANC 2B; Chairperson Carole Feld, on behalf of ANC 2D; and Donald J. Friedman, on behalf of Sheridan-Kalorama Neighborhood Council; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B, ANC 2D, and Sheridan-Kalorama Neighborhood Council of this Petition.

Accordingly, it is this 8th day of April 2026, **ORDERED** that:

1. The Protests of ANC 2B, ANC 2D, and Sheridan-Kalorama Neighborhood Council in this matter are hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 7 (Outdoor Security Checks) – The following language shall be removed: “A provision substantially identical to this Section 7 shall be included in Licensee's ABC Board-approved Security Plan.”

The parties have agreed to this modification.

3. The Settlement Agreement, dated October 29, 2020, is hereby **TERMINATED**; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b96c9d5f60e4b730093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-B, Washington, D.C. 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

In addition to filing a Motion for Reconsideration, pursuant to § 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, a party

that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration 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).

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made on this 13th day of March, 2026, by and between Dupont Eatery, Inc. t/a Platinum DC Club (“Licensee”), Advisory Neighborhood Commission 2B (“ANC 2B”), Advisory Neighborhood Commission 2D (“ANC 2D”), and the Sheridan-Kalorama Neighborhood Council (“SKNC”) (collectively, the “Parties”).

WHEREAS, Licensee holds a Retailer’s Class “C” Nightclub License, License Number ABRA-128784, for a business establishment (the “Establishment”) located at 1805 Connecticut Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, Licensee is currently bound by the Amended and Restated Settlement Agreement dated October 29, 2020, and approved by the Alcoholic Beverage and Cannabis Board (the “ABC Board”) on November 18, 2020;

WHEREAS, on or about September 30, 2025, Licensee filed a petition to unilaterally amend or terminate the aforementioned settlement agreement (the “Petition”);

WHEREAS, ANC 2B and ANC 2D filed timely protests against the Petition pursuant to D.C. Code § 25-601(4), and SKNC filed a timely protest against the Petition pursuant to D.C. Code § 25-601(3) (collectively, the “Protests”);

WHEREAS, the Parties have agreed to enter into this Agreement and to request that the ABC Board approve the Petition conditioned upon Licensee’s compliance with the terms of this Agreement;

WHEREAS, the Parties have entered into this Agreement pursuant to D.C. Code § 25-446 to eliminate the need for a protest hearing regarding the Petition; and

WHEREAS, this Agreement shall replace and supersede the October 29, 2020 Amended and Restated Settlement Agreement.

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.*** Licensee will operate a nightclub at the Premises in accordance with the terms and conditions of its license.
3. ***Hours of Operation and Sales.***
 - A. The Establishment’s allowable hours of operation shall be as follows:

Sunday: 12:00 p.m. - 3:00 a.m.
Monday through Thursday: 10:30 a.m. - 3:00 a.m.
Friday: 10:30 a.m. - 4:00 a.m.
Saturday: 10:30 a.m. - 4:00 a.m.

- B. Provided, however, that the Establishment shall not allow any sales, service, or consumption of alcoholic beverages during the last above-stated allowable hour of operation.
- C. Notwithstanding anything in this paragraph to the contrary, the Establishment may temporarily operate and serve alcohol outside of the allowable hours with permission from the ABC Board or the Council of the District of Columbia, such as by participation in the Holiday Extension of Hours Program or programs for special events such as World Cup, MLB All-Star Game, Inauguration, and Daylight Savings.

4. ***Floors Utilized and Occupancy.*** Licensee may operate the Establishment in the basement, on the ground (first) floor, and the balcony of the Premises, provided that sexually-oriented entertainment shall not be provided in any location other than the ground (first) floor. The Establishment's occupant load shall not exceed the lower of one-hundred-sixty (160) or the number specified by Licensee's Certificate of Occupancy for the Premises.

5. ***Outdoor Signage and Tradename.***

- A. Licensee shall not display any sign or advertisement on the exterior of the Premises other than as follows: one sign stating its tradename facing Florida Avenue and an identical sign stating its tradename facing Connecticut Avenue; an awning stating its tradename that is identical or substantially identical in size and placement to the awning currently at the Premises; and video screens that are identical or substantially identical in size and placement to the ones currently outside the Premises which may display content similar to the images currently displayed (i.e., the hours of operation, that the establishment is "Open," the menu and specials, and images of food and drink offerings and table settings). Signs shall not include any drawing or graphics, shall not be flashing or blinking, and shall not measure in any dimension more than the existing signage.
- B. Licensee shall not make any display or advertisement on the exterior of the Premises or use any tradename on the exterior of the Premises that refers to dancing of any kind, live performances of any kind, or sexually-oriented activity of any kind. It being expressly agreed and understood that Licensee currently complies with this paragraph.
- C. Licensee further agrees to make improvements to the exterior of the Premises, including repainting or touching up the paint to make the painted exterior a consistent color, covering the exposed sign bracket with a plexiglass blank, and covering, cleaning up, cutting back or otherwise managing any unsightly exposed wiring or open utility receptacles, and generally making the exterior more attractive to the general public. The painted exterior surfaces may feature more than one color (e.g. a solid color for the exterior walls with an accent color for the windows and trim) but the scheme will be clean and consistent throughout.

6. ***Private Security.*** Licensee agrees that it shall take all necessary steps to minimize security and crime problems, by operating at all times in accordance with its ABC Board-approved Security Plan.

7. **Outdoor Security Checks.** On Friday and Saturday between 11:00 p.m. and 4:00 a.m. Licensee shall assign a staff member to regularly (e.g., once per hour) perform a security check of the area surrounding the Premises. The security check will consist of: (1) walking the perimeter of the Premises on the public sidewalk on the Florida Avenue and Connecticut Avenue sides of the Premises as well as the parking area on the East side of the Premises for any security concerns on public space and to discourage any unauthorized persons from being present in the private parking area; (2) if patrons are queuing to enter the Establishment on the public sidewalk for long periods of time, the Establishment will relocate its front door staff to be stationed outside to monitor the queue; (3) whenever possible, the Establishment will accommodate requests from patrons and employees to accompany them to their transportation (parked vehicles, rideshare, cab etc.), provided it can be accomplished safely and will not cause staffing to fall below appropriate levels in the Establishment; (4) Security staff performing checks will have a wearable indication (e.g. article of clothing, badge, armband, lanyard, etc.) that they are employed by the Establishment. The parties agree and understand that despite reasonable efforts of staff the wearable indication may, at times, be obscured unintentionally or by outwear depending on the weather. A provision substantially identical to this Section 7 shall be included in Licensee's ABC Board-approved Security Plan.

8. **Transportation. Licensee** shall advertise the Premises' close proximity to the Dupont Circle Metro station on its website as well as on a sign at the entrance to the Establishment. Where parking is advertised, Licensee shall also advertise the Premises' close proximity to the Dupont Circle Metro station.

9. **Noise and Privacy.** Licensee is subject to D.C. law with respect to noise and privacy, including D.C. Official Code § 25-725, and shall take reasonable measures to comply. Licensee agrees to keep the Establishment's entrance doors closed during its hours of operation, except that the entrance doors may be opened briefly to allow the ingress and egress of each patron or group of patrons.

10. **Public Space and Trash.** Licensee shall keep the public space immediately adjacent to the Premises clean and free of litter and other debris, and otherwise in compliance with the D.C. Code and Municipal Regulations. Licensee shall monitor these areas sufficiently and remove litter and other debris promptly. Licensee shall obtain a dumpster to be placed in the rear of the building where the Premises are located. Licensee shall ensure that the area around the dumpster is kept clean at all times and shall not allow litter and other debris to accumulate on any abutting real property.

11. **Rats and Vermin Control.** Licensee shall provide rat and vermin control within and immediately adjacent to the Premises. Licensee shall have the area within and immediately adjacent to the Premises properly cleaned at the end of each night.

12. **License Ownership and Compliance with Alcoholic Beverage Laws.** Licensee shall abide by all alcoholic beverage statutes and regulations, including with respect to the ownership of its license, and agrees that each of the Parties shall have standing to request the ABC Board to enforce this Agreement. Any reference made to DC laws and regulations in this Agreement is for information only. The parties do not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

13. **Notice.** Notices regarding this agreement shall be sent as follows:

If to ANC 2B: ANC 2B c/o Single Member District Commissioner for ANC 2B02
Regular Mail: Address listed for ANC 2B at <http://anc.dc.gov>
E-mail: 2B02@anc.dc.gov

If to ANC 2D: ANC 2D c/o Single Member District Commissioner for ANC 2D02
Regular Mail: Address listed for ANC 2D at <http://anc.dc.gov>
E-mail: 2D02@anc.dc.gov

If to SKNC: Donald J. Friedman, President
Sheridan-Kalorama Neighborhood Council
2441 Tracy Place, NW
Washington, DC 20008
E-mail: dfriedman@perkinscoie.com

If to Licensee: Mahesh Patel
2811 Reidville Rd. Ste 16
Spartanburg, SC 29301
Email: fastpoint@aol.com
jennag812@gmail.com

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, the Protests shall be deemed withdrawn.

15. **No Waiver.** Nothing in this Agreement shall be construed as waiving or limiting the rights of SKNC, ANC 2B, or ANC 2D, to protest any future applications concerning the Establishment.

16. **Counterparts and Facsimiles.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one Party, but all of which taken together will constitute one and the same agreement. Signatures transmitted by facsimile machine or electronically in Portable Document Format (PDF) or similar software shall be treated as originals for purposes of this Agreement.

Intending to be legally bound, Licensee, SKNC, ANC 2B, and ANC 2D have each executed this Agreement by their authorized representatives on the dates indicated below:

<<Signatures on Following Page>>

DUPONT EATERY, INC. t/a PLATINUM DC CLUB


Mahesh Patel (Mar 13, 2026 13:47:39 EDT)
By: Mahesh Patel
Its: President


13/03/26
Date

SHERIDAN-KALORAMA NEIGHBORHOOD COUNCIL

Donald Friedman
Donald Friedman (Mar 13, 2026 13:41:59 EDT)
Donald J. Friedman, President

13/03/26
Date

ADVISORY NEIGHBORHOOD COMMISSION 2B


Zachary Adams (Mar 13, 2026 16:54:19 EDT)
By: Commissioner Zachary Adams
Its: Chairperson

13/03/26
Date

ADVISORY NEIGHBORHOOD COMMISSION 2D

Carole Feld
Carole Feld (Mar 13, 2026 16:49:02 EDT)
By: Commissioner Carole Feld
Its: Chairperson

13/03/26
Date











20260313 Second Am Settlement Agreement sig

Final Audit Report

2026-03-13


Created:	2026-03-13
By:	Richard Bianco (rich@lawrjb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcRr3yYo2-xbx9eahEdP9jVdh0QwSMAk

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-  Document created by Richard Bianco (rich@lawrjb.com)
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 Agreement completed.

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