

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

**In the Matter of:** )  
)  
Play DC Restaurant & Lounge, LLC )  
t/a PlayDC Restaurant & Lounge )  
Applicant for a Renewal of a )  
Retailer’s Class CT License )  
)  
at premises )  
1541 7th Street, NW )  
Washington, D.C. 20001 )  
)

Case No.: 23-PRO-00031  
License No.: ABRA-112274  
Order No.: 2024-025

Play DC Restaurant & Lounge, LLC, t/a PlayDC Restaurant & Lounge, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Rachelle Nigro, Chairperson, Advisory Neighborhood Commission (ANC) 2G,  
Protestant

M. Leila Sidaway, Designated Representative, on behalf of a Group of Five or More  
Individuals, Protestant

S. Douglas Bunch, Resident

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member

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**ORDER ON SETTLEMENT AGREEMENTS AND WITHDRAWAL OF ANC 2G  
AND THE GROUP OF FIVE OR MORE INDIVIDUALS’ PROTESTS**

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The Application filed by Play DC Restaurant & Lounge, LLC, t/a PlayDC Restaurant & Lounge (Applicant), for Renewal of its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on March 27, 2023, and a Protest Status Hearing on April 26, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2G have entered into a Settlement Agreement (First Agreement), dated December 15, 2023; and the Applicant, the Group of Five or More Individuals, and S. Douglas Bunch have entered into a Settlement Agreement (Second Agreement), dated January 17, 2024, that govern the operations of the Applicant's establishment.

The Agreements have been reduced to writing and have been properly executed and filed with the Board. The Applicant and Chairperson Rachelle Nigro, on behalf of ANC 2G, are signatories to the First Agreement; and the Applicant; M. Leila Sidaway, on behalf of the Group of Five or More Individuals; and S. Douglas Bunch; are signatories to the Second Agreement.

These Agreements constitute a withdrawal of the Protests filed by ANC 2G and the Group of Five or More Individuals of this Application.

Accordingly, it is this 24th day of January 2024, **ORDERED** that:

1. The Application filed by Play DC Restaurant & Lounge, LLC, t/a PlayDC Restaurant & Lounge, for renewal of its Retailer's Class CT License, located at 1541 7th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2G and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreements submitted by the parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; 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*  
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Donovan Anderson, Chairperson

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*James Short*  
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James Short, Member



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Silas Grant, Jr., 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).

## **SETTLEMENT AGREEMENT**

by and between

Play DC Restaurant & Lounge, LLC d/b/a PlayDC,

a Group of Five or More Individuals, and

S. Douglas Bunch, an Abutting Property Owner

for premises located at  
1541 7<sup>th</sup> St. NW, Washington, DC 20001

### **RECITATIONS**

WHEREAS, Play DC Restaurant & Lounge, LLC, d/b/a PlayDC (“Applicant”), is a corporation organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia;

WHEREAS, the premises at 1541 7<sup>th</sup> St. NW (the “Establishment”) is located within Advisory Neighborhood Commission 2G (“ANC 2G”);

WHEREAS, the Applicant has filed a renewal application for a Class C Tavern license (ABRA-112274) under the D.C. Alcoholic Beverage Control Act (“Application”) with the D.C. Alcoholic Beverage and Cannabis Board (“ABC Board”);

WHEREAS, the Applicant seeks approvals to renew its license; and

WHEREAS, the Applicant, a Group of Five or More Individuals, and S. Douglas Bunch, Abutting Property Owner, (collectively, the “Parties”) desire to resolve potential issues in the operation of PlayDC at the Establishment and enter into this Settlement Agreement in exchange for the Group of Five or More Individuals’ and S. Douglas Bunch, Abutting Property Owner’s support of the Application;

WHEREAS, the assent of ANC 2G to this agreement was sought, but not received at the time of submission;

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. Hours of Operation. The Applicant's hours of operation shall not exceed the following:

- a. Sunday to Thursday: 7 a.m. to 2 a.m.
- b. Friday and Saturday: 7 a.m. to 3 a.m.

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

- a. Sunday to Thursday: 8 a.m. to 2 a.m.
- b. Friday and Saturday: 8 a.m. to 3 a.m.

3. Exceptions to Hours of Operation. Nothing in this Agreement shall prevent the Applicant from applying for extended hours for purposes of the following: (a) oneday substantial change applications; (b) on days designated by the ABC Board as "Holiday Extension of Hours"; (c) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operation hours (such as for a U.S. Presidential Inauguration); or (d) on January 1 of each year, until 4 a.m.

4. Public Space and Trash. Applicant shall take reasonable measures to maintain the cleanliness of the premises and ensure the premises and adjacent public property are free of trash and waste, including at the rear of the Establishment and on the sidewalk in front of the Establishment. Applicant shall cause extermination services, including but not limited to rodent extermination, to be provided to the Establishment by a reputable exterminator on at least a monthly basis. Trash and empty bottles will be collected only between the hours of 9 a.m. and 9 p.m.

5. Noise and Privacy. Applicant will take reasonable measures to ensure that any sound, noise, or music emanating from the Establishment by the use of any mechanical device, machine, apparatus, or instrument for amplification of the human voice do not unreasonably disturb persons within adjacent or nearby residential properties, as provided by D.C. Code § 25-725.

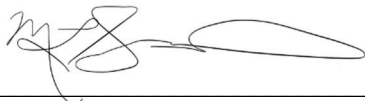
- a. Applicant will post signage instructing patrons to refrain from creating excessive noise when departing the Establishment.
- b. Applicant will limit the subwoofer frequencies of 40, 50, and 63 Hz to no more than 95 dB.
- c. The Establishment shall request a standing D.C. Metropolitan Police Department ("MPD") Reimbursable Detail Officer ("RDO") detail of at least two (2) officers on all nights that the Establishment is in operation. In the hour after closing, RDO officers shall patrol the 600 block of Q St. NW and the 1500 block of Marion St. NW to discourage patrons of the Establishment from

loitering in the area, consuming alcohol in public, and/or engaging in loud, disruptive conversations or behavior.

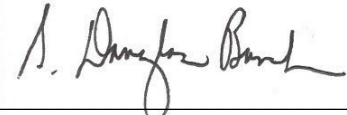
6. Construction of Agreement. Any reference to specific laws and regulations in this Agreement is intended to be for informational purposes only. The Parties do not intend for a violation of any D.C. law or regulation to also be considered a separate violation of this Agreement.
7. Notice and Opportunity to Cure. In the event that either party is in breach of this Agreement, the breaching party shall be entitled to reasonable notice and an opportunity to cure within thirty (30) days' notice before the non-breaching party seeks enforcement of the Agreement. If the breaching party fails to cure within thirty (30) days (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Code § 25-447. Failure to provide notice shall not constitute waiver or acquiescence to the violation, but rather notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.
8. No Protest. Upon execution of this Settlement Agreement and its acceptance by the ABC Board, the undersigned Protestants agree to support Applicant's renewal Application and shall withdraw their protests of the renewal.

In witness hereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement, on this 15th day of December, 2023.

**PROTESTANTS:**



By: M. Leila Sidawy, on behalf of a Group of Five or More Individuals



By: S. Douglas Bunch, an Abutting Property Owner

**APPLICANT:**

Play DC Restaurant & Lounge, LLC  
d/b/a PlayDC

Dana Jones

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Settlement Agreement by and between  
Play DC Restaurant & Lounge, LLC t/aA  
PlayDC and  
Advisory-Neighborhood Commission 2G

for premises located at  
1541 7<sup>th</sup> Street, NW, Washington, D.C. 20001

**Recitations**

Play DC Restaurant & Lounge, LLC ("Applicant"), is a corporation organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia; and,

WHEREAS, the premises on 1541 7<sup>th</sup> Street, NW is located within Advisory Neighborhood Commission 2G;

WHEREAS, the Applicant has filed a renewal application for a Class C Tavern license. (ABRA-112274) under the DC Alcoholic Beverage Control Act ("Application") with the ABC Board;

WHEREAS, the Applicant seek approvals to renew its license, and;

WHEREAS, the Applicant and ANC 2G (collectively, the "Parties") desire to resolve potential issues in the operation of PlayDC located at 1541 7<sup>th</sup> Street, NW, ("Establishment") and enter into this Settlement Agreement in exchange for ANC 2G's support of the 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. **Hours of Operation:** The Applicant's hours of operation shall not exceed the following:  
Sunday – Thursday: 7am – 2am  
Friday and Saturday: 7am – 3am

The Applicant's Hours of alcoholic sales, service, and consumption shall not exceed:  
Sunday – Thursday: 8am – 2am  
Friday and Saturday: 8am – 3am

3.

Nothing in this Agreement shall prevent the Applicant from applying for extended hours during the following: (a) one day substantial change applications; (b) on days designated by the DC ABC Board as "Holiday Extension of Hours;" (c) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operation hours (such as for Inauguration) applicant may avail itself of such extended hours; and (d) on January 1 of each year applicant may operate until 4:00 a.m.



4. **Public Space and Trash.** Applicant shall take reasonable measures to maintain the cleanliness of the premises and ensure the premises and adjacent public property are free of trash/waste, including the sidewalk in front of the Establishment. Applicant shall cause extermination services to be provided to the Establishment by a reputable exterminator on at least a monthly basis.
  - a. Trash and empty bottles will not be collected between the hours of 9:00 p.m. and 9:00 a.m.
  
5. **Noise and Privacy.** Applicant will take reasonable measures to ensure that any sound, noise, or music by the use of any mechanical device, machine, apparatus, or instrument for amplification of the human voice from the Establishment do not unreasonably disturb persons within adjacent residential properties, as provided by D.C. Code § 25-725.
  - a. Applicant will post signage instructing patrons to refrain from creating excessive noise when departing the establishment.
  - b. Applicant will limit the subwoofer frequencies of 40, 50, and 63 Hz to no more than 95 dB.
  - c. The establishment shall request a standing MPD RDO detail of at least (2) officers on all nights that the establishment is in operation. In the hour after closing, RDO officers shall patrol the 600 block of Q Street NW and the 1500 block of Marion Street NW to discourage patrons of the establishment from loitering in the area, consuming alcohol in public, and engaging in loud, disruptive conversations.
  
6. **Construction of Agreement.** Any reference to specific laws and regulations in this 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 separate violation of this Agreement.
  
7. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement the, breaching party shall be entitled to reasonable notice and opportunity to cure with thirty (30) days' notice before the non-breaching party can seek enforcement of the Agreement, If the breaching party fails to cure within thirty (30) days, (or, within respect to breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure, then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official code 25-447.

Failure to provide notice shall not constitute waiver or acquiescence to the violation, but rather notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

8. **No Protest.** Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 2G agrees to support Applicant's renewal Application and shall withdraw its protest of the renewal.

In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement.

**PROTESTANT:**

Advisory Neighborhood Commission 2G

*Rachelle Nigro*

1-17-2024

By: Rachelle Nigro, ANC 2G Chair

**APPLICANT:**

PlayDC Restaurant & Lounge, LLC t/a  
PlayDC

*Dana Evans*

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By: Dana Jones