



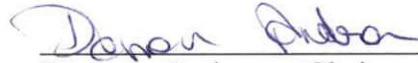
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Nick DelleDonne, on behalf of ANC 2B, are signatories to the Agreement.

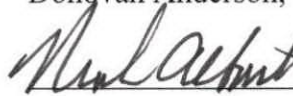
This Agreement constitutes a withdrawal of the Protest filed by ANC 2B of this Application.

Accordingly, it is this 24th day of January, 2018, **ORDERED** that:

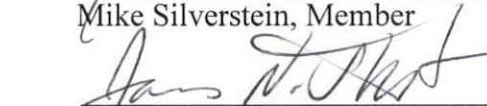
1. The Application filed by Metaril, LLC, t/a Prego Again, for renewal of its Retailer's Class B License, located at 1617 17th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties 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 ANC 2B.


District of Columbia  
Alcoholic Beverage Control Board

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

  
\_\_\_\_\_  
Nick Alberti, Member

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

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

  
\_\_\_\_\_  
Donald Isaac, Sr., Member

  
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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 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.**

**THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 17th day of January, 2018 by and between Prego Again, Metaril, LLC t/a License #090326 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").**

**WITNESSETH.**

**WHEREAS, Applicant has applied for a License Class "B": retail license, License # 090326, for a business establishment ("Establishment") located at 1617 17<sup>th</sup> St., NW, Washington, D.C. 20009 ("Premises");**

**WHEREAS, Protestant is Advisory Neighborhood Commission 2B), who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;**

**WHEREAS, the Parties have agreed to enter into this Agreement and request that 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 adverse impact on the peace, order, and quiet of the neighborhood;**

**WHEREAS, the Parties have agreed to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in a manner to avoid adverse impact on the peace, order, and quiet of the 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:**

- 1. Applicant acknowledges its responsibility under D.C. law and ABC regulations not to sell alcoholic beverages to any person under the age of 21.**
- 2. Applicant shall keep the sidewalk, tree box, curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations.**
- 3. 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 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 pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed 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: Prego Again, Metaril, LLC**

**1617 17<sup>th</sup> St., NW**

Washington, DC 20009

Attn: Ray Kim

If to Protestant: ANC 2B

9 Dupont Circle

Washington, DC 20036

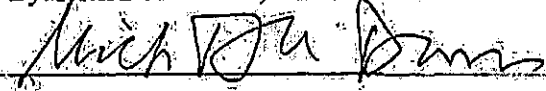
Attn: Nick DelleDonne

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.

4. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the Protestant shall withdraw the Protest.

PROTESTANT:

By: Nick DelleDonne, Commissioner ANC 2B04



Signature

APPLICANT:

Prego Again, Metaril, LLC

Ray Kim

