

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

**In the Matter of:**

Privateer 4400, LLC

Applicant for a New  
Retailer’s Class CT License

at premises  
4400 Jenifer Street, NW  
Washington, D.C. 20015

Case No.: 22-PRO-00013  
License No.: ABRA-119655  
Order No.: 2022-246

Privateer 4400, LLC, Applicant

Jonathan Bender, Chairperson, Advisory Neighborhood Commission (ANC) 3E, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Aliya Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 3E’S PROTEST**

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The Application filed by Privateer 4400, LLC (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 14, 2022, and Protest Status Hearing on April 6, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 3E have entered into a Settlement Agreement (Agreement), dated May 18, 2022, 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 Chairperson Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 3E.

Accordingly, it is this 25th day of May 2022, **ORDERED** that:

1. The Application filed by Privateer 4400, LLC, for a new Retailer's Class CT License, located at 4400 Jenifer Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 3E in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 4c423a5181693f86e4e7200041d5c08

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Donovan Anderson, Chairperson

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*James Short*  
Key: 547ac73f826c6ba9d11c702aa2543ee

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James Short, Member

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*Bobby Cato*  
Key: 256d3fcadfb6146d7f7b75bd7017d20d

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Bobby Cato, Member

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*Rafi Alaya Crockett, Member*  
Key: b550ba91845e1f0e4016135e5c1281cc

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Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: #2172331f5006447401e556fc2a41805

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Jeni Hansen, Member

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*Edward Grandis, Member*  
Key: 5027bda7f890040ec143de652541ce5

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Edward S. Grandis, 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 II 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).

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 18 day of May, 2022, by and between Privateer 4400, LLC t/a TBD, ABRA License 119655 (“Applicant”), and Advisory Neighborhood Commission 3E (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailer’s Class “C” Tavern #119655 for a business establishment (“Establishment”) located at 4400 Jenifer Street NW, Washington, DC 20015 (“Premises”);

WHEREAS, Applicant expects the vast majority of patrons of the Establishment to be sit-down customers and, although Applicant may offer carry-out and curbside takeout service (“Takeout”), at this time Applicant expects Takeout to comprise a relatively modest portion of its business;

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

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) peace, order, and quiet of the neighborhood and (ii) to eliminate the need for a Protest Hearing regarding the license 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) ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725. Applicant further agrees that windows and doors will remain closed, except for ingress and egress, when live music is being played inside.
- 3) ***Parking.*** Applicant will post prominent signs inside and outside the establishment directing patrons not to stop or park in the bike lane on Jenifer Street or in travel lanes, or otherwise to illegally stop or park, to visit the Establishment. The signage shall furthermore encourage patrons to use public transit or ridesharing companies, including but not limited to taxicabs, Uber and Lyft, and direct patrons to use nearby paid parking rather than parking in the neighborhood. The signage will also contain the Notice (see Par. 4) for customers who elect to do Takeout. Applicant will include the same instructions on the business’ website, anywhere that directions to the establishment are mentioned and in any food ordering functionality featured in or linked to from the website.
- 4) ***Pick Up/Drop Off.*** Applicant will instruct (1) Uber, Lyft, and any other significant ride sharing company Applicant becomes aware of, and (2) any food or drink delivery service (e.g., Door Dash)

that the Establishment does business with, to use only the yellow no parking spaces (that permit standing) on Jenifer Street (“Jenifer Standing Zone”), any pick up/drop off (“PUDO”) spaces DDOT may designate in the future, metered parking spaces, or garage parking to pick up or drop off customers and/or goods. Applicant agrees to include a notice in any food carry-out confirmation email (“Notice”) instructing curbside service customers to wait in their car in one of the following legal spaces for stopping: 1) metered parking, 2) Jenifer Standing Zone (or PUDO spaces if DDOT has established them) or 3) the garage located in the building; the Notice will further provide that customers who wish to temporarily park and leave their cars for pickup must use only metered parking or garage spaces. The Notice will provide in bolded lettering, for avoidance of doubt, that customers must not block bicycle or travel lanes or crosswalks at any time. Applicant will provide information consistent with the Notice to all customers who order for carryout or curbside service by phone.

- 5) **Communication with ANC.** If Applicant becomes or the ANC become aware that illegal stopping and/or parking appears to have become a problem, Applicant agrees to work and meet in good faith with the ANC to address the issue.
- 6) **Transit Benefits.** Applicant will comply with all requirements of the DC Commuter Benefits Law even if the number of Applicant’s employees falls below the statutory minimum.
- 7) **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the Protestant shall withdraw the protest.

**PROTESTANT:**

Advisory Neighborhood Commission 3E

Jonathan  
Bender  
By: Jonathan Bender, ANC 3E03

Digitally signed by Jonathan Bender  
DN: cn=Jonathan Bender, o, ou,  
email=jbender@businesslawyer.co  
m, c=US  
Date: 2022.05.19 20:33:46 -04'00'

**APPLICANT:**

Privateer 4400, LLC  
t/a TBD

  
By: Anna Valero