

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

In the Matter of:)

Social Restaurant Group, LLC)
t/a Provision No. 14)

Applicant for Renewal of a)
Retailer's Class CR License)

at premises)
2100 14th Street, NW)
Washington, D.C. 20009)

Case No.: 19-PRO-00042
License No.: ABRA-096425
Order No.: 2019-489

Social Restaurant Group, LLC, t/a Provision No. 14 (Applicant)

Janet Harouch, on behalf of Meridian Hill Neighborhood Association (MHNA)

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF MHNA'S PROTEST**

The Application filed by Social Restaurant Group, LLC, t/a Provision No. 14 (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 10, 2019.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and MHNA have entered into a Settlement Agreement (Agreement), dated June 3, 2019, that governs the operation 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 Janet Harouch, on behalf of MHNA, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by MHNA of this Application.

Accordingly, it is this 12th day of June, 2019, **ORDERED** that:

1. The Application filed by Social Restaurant Group, LLC, t/a Provision No. 14, for renewal of its Retailer's Class CR License, located at 2100 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of MHNA in this matter is hereby **WITHDRAWN**;
1. 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, except for the following modifications:

Subsection 1(g) (Nature of the Establishment) – The language “great concern with MHNA” shall be replaced with the language “great concern to the community.”

Subsection 5(c) (Trash/Garbage/Rodents) – The language “available upon request” shall be replaced with the language “available upon request to the Board.”

Subsection 11(a) (Communications and Applicant) – The language “shall use” shall be replaced with the language “agrees to.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and MHNA.

District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson, Chairperson

Mike Silverstein, Member

James Short, Member

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 14th 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
Concerning Renewal of License ABRA-096425 to
Social Restaurant Group, LLC, t/a Provision 14
2100 14th St., NW, Washington, DC 20009

Made this 3rd day of June 2019, by and between Social Restaurant Group, LLC
("Applicant") and Meridian Hill Neighborhood Association ("MHNA").

RECITALS

WHEREAS, Applicant has filed an application for renewal of Retailer's Class CR License (ABRA-096425) ("License") for a business establishment located at 2100 14th Street, N.W ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board"); and,

WHEREAS, in recognition of the Board's policy of encouraging parties to liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into an amended settlement agreement whereby (1) Applicant will agree to adopt certain measures to address MHNA's concerns and to include this agreement as a formal condition of its application, and (2) MHNA will agree to the issuance of the license renewal provided that such an agreement is incorporated into the Board's order reissuing the license, which license is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. NATURE OF THE ESTABLISHMENT.

a. The Applicant will operate and manage a Class CR Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.

b. The Establishment shall be a restaurant/bar.

c. The Establishment shall have a maximum occupancy load of 250 persons, 210 persons inside the premises and up to 40 persons in the summer garden; or as stated in the approved certificate of occupancy for inside and outside areas. In the event of a difference between the above maximum occupancy load and certificate, the latter shall be controlling. Applicant shall post its Certificate of Occupancy in public view at all times.

d. Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing. The Applicant shall not charge patrons a cover to gain entry to the Establishment.

e. Live entertainment shall be limited to Thursdays and weekends only. All live entertainment shall be indoors only.

f. There shall be no outside bar in the summer garden.

g. Any change in the nature of the business shall be considered to be a substantial change in operation of great concern to MHNA and requiring prior approval by the ABC Board.

2. HOURS OF OPERATION AND SALES.

a. Establishment's permitted hours of operation shall be as follows:

Interior Hours:

- i. Sunday: 10 AM-1 AM;
- ii. Monday - Thursday: 10 AM-2 AM
- iii. Friday & Saturday: 10 AM-3 AM

Exterior Hours:

- i. Sunday – Thursday: 10 AM-11PM
- ii. Friday – Saturday: 10AM-12AM
- b. Applicant agrees that the selling, serving and consuming of alcohol and food shall cease (i) in the interior space, 30 minutes prior to the closing times listed above, and (ii) in the exterior space, 30 minutes one hour prior to the closing times listed above for the summer garden.
- c. Notwithstanding the foregoing, on January 1 of each year Applicant may operate, including the selling and serving of alcohol and food until 3:00 AM.

3. NOISE.

a. Applicant acknowledges familiarity with and shall comply with all applicable noise-control regulations, including but not limited to, those in the DCMR Title 20 and Title 25.

b. Applicant agrees to comply with all applicable regulations and procedures associated with the Collection 14 being developed by Madison immediately next to the Establishment.

c. Applicant shall ensure no temporary or permanent speakers will be present or used on or in summer garden area. Applicant agrees to use best commercial efforts to restrict

patrons from using electronic devices such as speakers to play music. Applicant agrees not to have any live or recorded music or entertainment on or in the summer garden area.

d. Applicant agrees to post signage notifying patrons that the business is located in a residential area with young children present and request patrons to be quiet and respectful.

e. The downstairs doors and windows of the Establishment shall be kept closed after 10PM, except when persons are in the act of using the door for ingress or egress. All upstairs windows shall be kept closed at all times during operating hours.

f. Applicant shall post a conspicuous sign at each exit advising of the necessity of departing the establishment quietly and advise its patrons that D.C. Official Code §22-1321(d) which makes it unlawful for one to make an unreasonably loud noise between 10 PM and 7 AM that is likely to annoy or disturb one or more other persons in their residence.

g. Applicant shall receive deliveries only between 7 AM and 7 PM.

h. Applicant agrees to implement additional measures to aid in the mitigation of noise from the Premises, including, but not limited to monitoring patrons, providing crowd control, and monitoring music and noise levels. Applicant shall take reasonable measures to ensure that patrons are not behaving in a loud or disorderly manner inside or outside of the Premises. The Applicant shall implement and maintain an approved ABRA security plan.

4. SAFETY & SECURITY.

a. Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards including off-duty officers, and security cameras. Applicant shall maintain any queuing lines away from residential areas, preferably along V St.

towards 15th St. NW, so long as it is approved by ABRA or appropriate DC Authority. Applicant shall provide appropriate and qualified security resources in accordance with the ABRA approved security plan to ensure orderly conduct of patrons and noise control both inside and immediately outside the Establishment, particularly for patrons entering or leaving the Establishment.

b. Applicant shall ensure that security cameras will provide as close to full coverage as is commercially and mechanically possible of the upstairs and downstairs interior, exterior entry/exit areas, and along the 14th St. front and V St. side of the Establishment. Applicant agrees to use all commercially reasonable efforts to ensure that the security camera system is in good working order at all times. In the event that a component of the security camera system breaks, Applicant will repair the system in a timely and commercially reasonable fashion.

c. The Applicant shall post signs and employ reasonable commercial efforts to prohibit patrons from smoking near residences, including designating a smoking area.

d. Applicant shall ensure that recordings and footage from said security cameras are stored for a minimum of 30 days following the date of the recording.

e. Applicant shall provide security camera footage to ABRA or the Metropolitan Police Department (MPD) within 48 hours of receiving a request from these agencies.

f. Applicant shall not offer bottomless alcoholic drinks, 2 for 1 alcoholic drinks, or any other alcoholic drink specials which might contribute to patrons being over served.

5. TRASH/GARBAGE/RODENTS.

a. Applicant will keep trash and oil barrels off public space and shall not store any items outside the trash room or on the loading dock; provided that immediate trash and recycling pick-up shall not apply.

b. Applicant shall use its best commercial efforts to eliminate accessible food sources and attractions for rodents, vermin, and other pests, located inside and outside the Establishment, to include the summer garden area and within 21 feet of all entry/exit doors. Applicant shall contract with a licensed exterminator to inspect the Establishment at least monthly, or more frequently as needed, and shall maintain recommended pest control measures.

c. Applicant will provide for the proper removal of grease and fatty oils from the establishment and shall not deposit grease or fatty oils in the dumpster nor dispose of them down the sink or any drain. Applicant shall install and maintain an approved grease trap or grease interceptor and contract for a reputable grease collection and cleaning service to remove spent oil. At a minimum, the grease trap or interceptor shall be cleaned and serviced every 90 days or more frequently, as needed. Written proof of grease collection and grease trap or interceptor cleaning and servicing shall be available upon request.

d. e. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.

f. Applicant will take reasonable efforts to ensure any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.

6. PARKING.

a. Applicant shall notify patrons, on the Establishment's website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

b. Applicant shall not use a Valet parking service for patrons due to the overburdened vehicular and pedestrian traffic in the area

7. COMPLIANCE with REGULATIONS. Applicant shall comply with regulations of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

8. BINDING EFFECT. This agreement shall be binding upon and enforceable against the successors of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

9. AGREEMENT AVAILABLE UPON DEMAND. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. MODIFICATION OF VOLUNTARY AGREEMENT. This agreement can be modified only by mutual agreement of all parties or with the approval of the ABRA Board for acceptance and enforcement, or as required by District law.

11. COMMUNICATIONS with APPLICANT.

a. The Applicant shall provide to the MHNA both a phone number and an e-mail address for its management team. In addition, the Applicant shall use best efforts to have a management representative attend meetings with MHNA and neighboring residential buildings, upon invitation, in an effort to ensure an open dialog and a good working relationship necessary to resolve any concerns.

b. Applicant shall respond to and address resident complaints in a timely and commercially reasonable manner. Applicant shall maintain an incident log which shall be available to ABRA upon request.

12. NOTICE AND OPPORTUNITY TO CURE.

a. The Applicant shall be entitled to reasonable notice and an opportunity to cure in the event that Applicant is in breach of this Agreement. Unless the breach is of an emergency nature, a material breach, or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten days of the date of such notice. If Applicant fails to cure within the ten-day period (or, with respect to a breach which reasonably requires more than ten days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute a cause for MHNA to file a complaint with ABRA. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and emailed, mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the

other parties to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Notwithstanding anything contrary herein, the parties reserve all legal rights that they have to enforce this Agreement, and nothing herein shall prevent MHNA or any residents from seeking enforcement of this Agreement and applicable regulations by District of Columbia ABRA and law enforcement officials and processes in the event of a violation.

b. Notices shall be provided by email, US Mail or hand-delivery as follows:

If to MHNA:

Meridian Hill Neighborhood Association

c/o Janet Harouch

2125 14th St., NW, #201

Washington, DC 20009

president@meridianhilldc.org

If to Applicant:

Social Restaurant Group, LLC

2100 14th St., NW

Washington, DC 20009

jadbouchebel@gmail.com

c. Failure to give notice shall not constitute waiver or acquiescence to the violation.

IN WITNESS WHEREOF, by signing of the representative of the Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestant agrees to the reissuance of the Class CR license to Applicant provided that this agreement is incorporated into the Board's order reissuing a Class CR license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

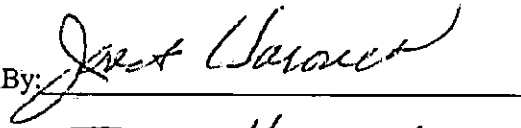
SOCIAL RESTAURANT GROUP, LLC

By: _____


Naem Mohd

MERIDIAN HILL NEIGHBORHOOD ASSOCIATION

By: _____


Janet Harouck