

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

In the Matter of:

The Public Group, LLC
t/a Public Bar

Application for Renewal of a
Retailer's Class CT License

at premises
1214 18th Street, NW, Unit A
Washington, D.C. 20036

Case No.: 22-PRO-00139
License No.: ABRA-081238
Order No.: 2023-040

The Public Group, LLC, t/a Public Bar, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B,
Protestant

Michele Topel, on behalf of a Group of Five or More Individuals, Protestant

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

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 2B'S PROTEST AND DISMISSAL OF A GROUP
OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by The Public Group, LLC, t/a Public Bar (Applicant), for Renewal of its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 19, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated September 19, 2006, and an Amendment to Settlement Agreement (Amendment), dated February 4, 2014, that governs the operations of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment) dated January 12, 2023.

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Amendment.

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

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 25th day of January 2023, **ORDERED** that:

1. The Application filed by The Public Group, LLC, t/a Public Bar, for renewal of its Retailer's Class CT License, located at 1214 18th Street, NW, Unit A, Washington, D.C., is **GRANTED**;
2. The above-referenced Second Amendment to Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;
4. The Protest of the Group of Five or More Individuals is **DISMISSED**;
5. All terms and conditions of the original Settlement Agreement and Amendment not amended by the Second Amendment, shall remain in full force and effect; and
6. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

Signed via SeamlessDocs.com
Donovan Anderson
Key: 2c42c2b2e10d5f0e4b730605d1eccc8

Donovan Anderson, Chairperson

Signed via SeamlessDocs.com
James Short
Key: 5470e372f8723060e8c15332d2049ec

James Short, Member

Signed via SeamlessDocs.com
Bobby Cato
Key: 2b5d3fcafd7e149b7f1d7b5bd7917d20d

Bobby Cato, Member

Signed via SeamlessDocs.com
Rafi Alaya Crockett, Member
Key: b562e91f42e1f1e09f113c6e612f81cc

Rafi Crockett, Member

Signed via SeamlessDocs.com
Jeni Hansen, Member
Key: 821726310599447491b569c241807

Jeni Hansen, Member

Signed via SeamlessDocs.com
Edward Grandis, Member
Key: 50271da7f1f0040ee14a3eb52541ce5

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 14th 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).

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN PUBLIC GROUP, LLC
AND ADVISORY NEIGHBORHOOD COMMISSION 2B**

THIS AMENDMENT #2 to the SETTLEMENT AGREEMENT is made on this 12 day of January 2023 by and between The Public Group, LLC, (“Licensee” or “Applicant”) and Advisory Neighborhood Commission 2B (“ANC 2B” or “Protestant”) (collectively, the “Parties”). This amendment updates the Settlement Agreement dated September 19, 2006 and approved by Alcoholic Beverage Control Board (“ABC Board”) Order No. 2006-237, dated September 20, 2006, which was first amended by the Parties on February 4, 2014 and approved by ABC Board Order No. 2014-085, dated March 12, 2014.

RECITALS

WHEREAS, Licensee holds a Retailer’s Class C Tavern ABC License, ABRA-081238 (“License”), with Alcohol Carry-Out & Delivery, Cover Charge, Dancing, Entertainment, Holiday Extension, Summer Garden, and Sports Wagering Endorsements for operations at 1214A 18th Street, NW (“Establishment” or “Premises”);

WHEREAS, the Parties entered into a Settlement Agreement (“Original Agreement”) dated September 19, 2006 regarding certain aspects of Licensee’s business operations at the Premises, particularly the Summer Garden;

WHEREAS, the Parties first amended the Original Agreement on February 4, 2014 to allow for additional Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages on the Summer Garden;

WHEREAS, Licensee has applied for renewal of its License on September 29, 2022 (“Renewal Application”) and ANC 2B filed a protest against the Licensee’s Renewal Application with the ABC Board on November 21, 2022 on the grounds of the Establishment’s impact on peace, order, quiet, and real property values;

WHEREAS, in lieu of ABC Board adjudication of Licensee’s Renewal Application, the Parties desire to enter into this Second Amendment to the Original Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually agreed by and between the undersigned Parties to further amend the Original Agreement as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Paragraph 2,** a new sentence is added at the end of the paragraph to read:

“The Parties acknowledge that Applicant plans to enclose the rooftop Summer Garden “Enclosure”), and the construction of the Enclosure is scheduled for completion on or about February 1, 2023. The Enclosure shall include walls on all sides and a retractable roof. Upon completion of the Enclosure, Applicant shall keep the retractable roof closed after 10:00pm daily, except as otherwise required by law or regulation (e.g., emergency health measures restricting indoor gatherings).”

3. **Paragraph 3,** last sentence is stricken entirely and replaced with the following:

“Applicant shall neither point or direct any speakers towards Jefferson Place, NW nor towards Jefferson Row Condominiums. No live music or live performances shall be permitted on the rooftop, except that a DJ may be permitted to perform on Friday, Saturday, and Sundays. The Summer Garden’s retractable rooftop, walls, windows, and doors shall remain closed, except as required for ingress and egress, at all times a DJ is performing. No Entertainment shall be audible in residences.”

4. **Paragraph 5, “Notices,”** is stricken entirely and replaced by the following:

“Notices. 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 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 seeking a Show Cause Order from 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, or emailed to the other Parties to this Agreement at the following addresses:

If to Applicant: Public Group, LLC
1214A 18th Street, NW
Washington, DC 20036
Attn: John Issa
john@publicbarlive.com

With a copy to:
Matthew Minora
Mallios O’Brien & Sandground PLLC
888 17th Street, NW, Suite 1050
Washington, DC 20006
mminora@malliosobrien.com

If to Protestant: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Executive Director
Email: 2B@anc.dc.gov

Notice shall be deemed given as of the time of receipt or refusal of receipt. 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.”

5. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

ANC 2B:

ADVISORY NEIGHBORHOOD COMMISSION 2B

By:  _____

Meg Roggensack, Chair, ANC 2B

LICENSEE:

By:  _____

Edwin C. Villegas, Managing Member SET Entertainment Group, LLC