

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

In the Matter of:)
)
SOL Mexican Grill Two, LLC)
t/a SOL Mexican Grill)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
4220 Fessenden Street, NW)
Washington, D.C. 20016)
)

License No.: ABRA-121362
Order No.: 2022-630

SOL Mexican Grill Two, LLC, t/a SOL Mexican Grill, Applicant

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

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that SOL Mexican Grill Two, LLC, t/a SOL Mexican Grill (Applicant), Applicant for a new Retailer’s Class CR License, and ANC 3E have entered into a Settlement Agreement (Agreement), dated July 20, 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.

Accordingly, it is this 31st day of August 2022, **ORDERED** that:

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; and
2. Copies of this Order shall be sent to the Applicant and ANC 3E.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: a1470b04800a3f094a73000001@dcab

Donovan Anderson, Chairperson

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James Short
Key: 5a7a0271000000000000000000000000

James Short, Member

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Bobby Cato
Key: 255d3f0edbe146d7f0b7017420d

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: b5b0e01845e10e401e105a5e12001e0

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 621720310509447401b50f02241050

Jeni Hansen, Member

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Edward Grandis, Member
Key: 5027e0a7000040e014ade02241e05

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).

VOLUNTARY AGREEMENT

This Voluntary Agreement (the “**Agreement**”) is made and entered into as of the 20th day of July, 2022, by SOL Mexican Grill Two, LLC, the applicant in ABRA-121362 (“**SOL**”), and Advisory Neighborhood Commission 3E (“**ANC**”) (SOL and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”.)

WITNESSETH:

WHEREAS, SOL has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) for a Retailer’s Class C Restaurant License at 4220 Fessenden Street, NW, which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support SOL application in ABRA-118225 (“**Application**”), in reliance in part on SOL’s agreement to certain restrictions contained herein that will reduce potential burden on nearby residents and businesses;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Unlawful / Hazardous Parking.** SOL will post prominent signs inside and outside the establishment warning patrons not to stop or park in such a way as to block a travel lane, bike lane, or crosswalk to patronize the restaurant. If any SOL staff member becomes aware that a patron who has stopped or parked in such a way as to block a travel lane, bike lane, or crosswalk has entered the store or otherwise seeks to patronize the store, the staff member will inform the patron that SOL may not serve the customer until the vehicle is moved to a spot that does not block a travel lane, bike lane or crosswalk. (For avoidance of doubt, any vehicle a customer is in or gets out of shall be considered their vehicle for purposes of this paragraph). This paragraph shall also apply to curbside service, if offered by the establishment.

2. **Incorporation.** The Parties agree to ask ABRA to incorporate the terms of this Agreement in any order it issues in the case.

3. **Miscellaneous Provisions.**

Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or electronic signature, and when executed by all parties shall constitute one and the same Agreement.

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

SOL LLC

By: 
Name: Fernando Postigo
Title: owner

ADVISORY NEIGHBORHOOD COMMISSION 3E

By: Jonathan Bender
Jonathan Ben Jer
Chair
Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender, o=ou,
email=jbender@services.ny.gov,
c=US
Date: 2022.08.04 15:02:23 -0400