

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

In the Matter of:)

Dos Ventures, LLC)
t/a Saint Yves)

Holder of a)
Retailer's Class CT License)

at premises)
1220 Connecticut Avenue, NW)
Washington, D.C. 20036)

License No.: ABRA-099876
Order No.: 2018-728

Dos Ventures, LLC, t/a Saint Yves (Licensee)

Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Dos Ventures, LLC, t/a Saint Yves (Licensee), and ANC 2B have entered into a Settlement Agreement (Agreement), dated October 12, 2018, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 12th day of December, 2018, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 9 (Notice and Opportunity to Cure) – The language “failure shall constitute a cause for seeking a Show Cause Order from the ANC Board” shall be replaced with the language “failure shall constitute cause for filing a complaint with the ABC Board.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member




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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 12th day of October, 2018 by and between Dos Ventures, LLC t/a St Yves, License ABRA #099876 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class "C" Tavern, License Number 099876, for a business establishment ("Establishment") located at 1220 Connecticut Avenue, NW, Washington, D.C. ("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

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 peace, order and quiet and 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. ***Nature of the Business.*** The Applicant will manage and operate a Retailer's Class "C" Tavern with a variety of recorded and live entertainment, including dancing. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and live entertainment shall be as follows:

Sunday 6 a.m. – 3 a.m.,
Monday through Thursday 6 a.m.– 3 a.m.,
Friday and Saturday 6 a.m. – 4 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 8 a.m. – 2 a.m.,
Monday through Thursday 8 a.m.– 2 a.m.,
Friday and Saturday 8 a.m. – 3 a.m.

4. **Occupancy.** The interior seating will not exceed the number allowed by the Certificate of Occupancy (COO) issued by the Department of Consumer and Regulatory Affairs (DCRA).
5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant agrees not to place outside any speakers for sound or other sound on the exterior of the building.

Applicant agrees to incorporate sound controls on sound systems to ensure that sound levels are not so high as to exceed the limits allowable under DC Code.

Applicant will promptly lower amplified sound levels when it is determined by an official from DCRA that sound levels violate DC Code.
6. **Public Space and Trash.** The Applicant agrees to dispose of trash only in the area designated and fenced in the rear of the building. Applicant shall ensure that the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
7. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants.
8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
9. **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 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, emailed 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: Dos Ventures, LLC
 1220 Connecticut Avenue, NW
 Washington, DC 20036
 Attn: David Chung, Member
 (202) 466-2582
 dchung8@gmail.com

If to Protestant: Advisory Neighborhood Commission 2B
 9 Dupont Circle, NW
 Washington, DC 20036
 Attn: Daniel Warwick, Chair
 (360) 200-8978
 2B02@anc.dc.gov

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.

10. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

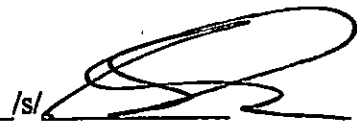
PROTESTANT:
Advisory Neighborhood Commission 2B

By: 

Daniel Warwick, Chair

APPLICANT:
Dos Ventures, LLC

By:


_____/s/_____
David Chung, Esq., Member