

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

In the Matter of:)		
)		
PKB Enterprise, LLC)		
t/a The Lady Pearly)	License No.:	110478
)	Order No.:	2018-498
)		
Application for a New)		
Retailer's Class IA License)		
)		
at premises)		
4221 Connecticut Ave., N.W.)		
Washington, D.C. 20008)		

PKB Enterprise, LLC, t/a The Lady Pearly, Applicant

Pat Jakopchek, Chairman, on behalf of Advisory Neighborhood Commission (ANC) 3F,
Protestant

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that PKB Enterprise, LLC, t/a The Lady Pearly, Applicant for a new off-premises retailer's license, Class IA, located at 4221 Connecticut Ave., N.W., and Advisory Neighborhood Commission (ANC) 3F have entered into a Settlement Agreement (Agreement), dated July 17, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Pat Jakopchek, on behalf of ANC 3F, are signatories to the Agreement.

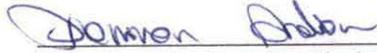
Accordingly, it is this 15th day of August 2018, **ORDERED** that:

1. The above-referenced 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:

- a. Section 3 shall be modified to read as follows: "Restrict vehicle parking, including by staff, customers, and vendors, to legal parking locations controlled by the Applicant."
- b. Section 8 – The first sentence is modified to read as follows: "The Parties agreed to maintain open communications and agrees to endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction with regard to the operation of the Establishment."

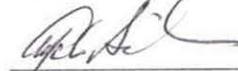
2. Copies of this Order shall be sent to the Applicant and ANC 3F.

District of Columbia
Alcoholic Beverage Control Board

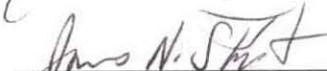


Donovan Anderson, Chairperson

Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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

Made this 17th day of July 2018, by and between PKB Enterprise, LLC (the "Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F (the "ANC" or "ANC 3F"),

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for a new Retailer's Class "IA" (Internet Only) liquor license for the premises known as 4221 Connecticut Avenue, NW (the "Establishment"), License Number ABRA-110478; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans;

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below;

Hours

1. Applicant's hours of operation at the above mentioned licensed premises for all purposes – including deliveries, pick-ups, and any other activity that causes a noise (as defined in D.C. Code § 25-724) disturbance – will be within the hours of 9:00 a.m. to 10:00 p.m. Saturday through Sunday.

Public Spaces

To the extent Applicant is able to control deliveries and pick-ups, Applicant will make a reasonable effort to:

2. Use off-street parking for dropping off and retrieving wine;
3. Restrict vehicle parking, including by staff, customers, and vendors, to legal parking locations (including space controlled by the Applicant or the Applicant's landlord);
4. Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.); and
5. Schedule garbage collection pickups between the hours of 9:00 a.m. and 9:00 p.m. if able to do so.

Advertising

6. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by D.C. laws and regulations and those required by law.

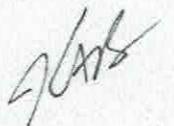
Breach of Agreement / Notifications

7. Applicant shall manage and operate in a manner consistent with their ABRA license. As such, applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the Establishment and applicable laws and regulations of the District of Columbia in the operation of this establishment.
8. The Parties shall maintain open communications and shall endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction with regard to the operation of the Establishment. 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 for which notice has been given, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the 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 grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code §25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be delivered in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:

- a. PKB Enterprises, LLC
4221 Connecticut Avenue, NW
Washington, DC 20008
- b. Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W., PMB 244
Washington, D.C. 20008-2322

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

THEREFORE, in consideration of and in reliance upon the commitments reflected in items 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "A" (Internet Only) license.

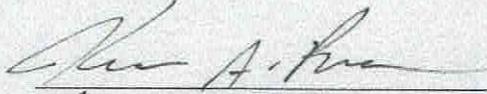


IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

Applicant: PKB Enterprise LLC

ANC: Advisory Neighborhood
Commission 3F

By:



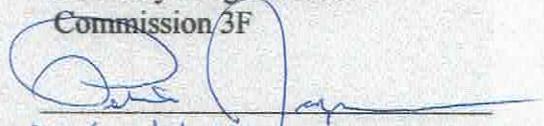
Name:

Kevin A. Brown

Title:

CEO, PKB Enterprise, LLC

By:



Name:

Patrick J. Joseph

Title:

ANC 3F - Chair