

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

**In the Matter of:**

Jemal's Bulldog, LLC  
t/a The Moxy Hotel Washington, D.C.

Applicant for a New  
Retailer's Class CH License

at premises  
1011 K Street, NW  
Washington, D.C. 20001

License No.: ABRA-109673  
Order No.: 2018-534

Jemal's Bulldog, LLC, t/a The Moxy Hotel Washington, D.C., Applicant

Kathryn A. Kronguist, on behalf of 1010 Massachusetts Avenue Condominium Association

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Jemal's Bulldog, LLC, t/a The Moxy Hotel Washington, D.C. (Applicant), and 1010 Massachusetts Avenue Condominium Association have entered into a Settlement Agreement (Agreement), dated August 20, 2018, 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 Kathryn A. Kronguist, on behalf of 1010 Massachusetts Avenue Condominium Association, are signatories to the Agreement.

Accordingly, it is this 19th day of September, 2018, **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, except for the following modifications:

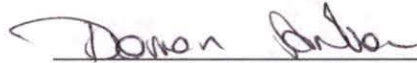
Section 12 (Notice and Opportunity to Cure) – The language “cause for seeking a Show Cause Order from the ABC Board” shall be replaced with the language “cause for filing a complaint with the ABC Board.”

Section 13 (Withdrawal of Protests) – This Section shall be modified to read as follows: “Upon execution of, and as a condition of this Agreement, the Group withdraws its protest against the Hotel's new license application.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and Kathryn A. Kronguist, on behalf of 1010 Massachusetts Avenue Condominium Association.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member

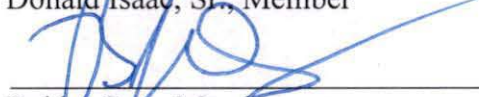


Mike Silverstein, Member

James Short, Member



Donald Isaac, Sr., 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 14<sup>th</sup> 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 20<sup>th</sup> day of August 2018, by and between Jemal's Bulldog, LLC, t/a The Moxy Hotel Washington, DC ("Applicant") and 1010 Massachusetts Avenue Condominium Association ("the Association").

### RECITALS

- a. Applicant has applied for a Retailer's Class C Hotel License, ABRA-109673, with Summer Garden, Dancing and Entertainment Endorsements (the "License") for a hotel to be located at 1011 K Street, NW, Washington, DC (the "Hotel"); and,
- b. Applicant desires to cooperate with the Association and Protestants in order to mitigate concerns related to the potential impact of operation of the Hotel on the Association's members; and,
- c. In settlement of protest proceedings initiated by certain residents of 1010 Massachusetts Avenue Condominium ("the Building") contesting the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Code § 25-446.

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 operate a hotel including full-service restaurants and bars at 1011 K Street, NW, Washington, DC 20001. Any change from this model shall require prior approval by the ABC Board.
3. **Interior Hours.** Applicant's hours on the interior premises shall not exceed the following:
  - a. Hours of Operation: Sunday through Saturday: 12:00am—12:00am (24 hours);
  - b. Hours of Alcoholic Beverage Sales, Service, and Consumption inside the Hotel:
    - i. Sunday through Thursday: 8:00am—2:00am; and
    - ii. Friday and Saturday: 8:00am—3:00am.
  - c. Exceptions to the above hours shall be granted for:
    - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may sell, serve, and permit the consumption of alcoholic beverages for one additional hour (that is, one hour later);

- ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and
- iii. On New Year's Day (January 1) of each year Applicant may sell, serve, and permit the consumption of alcoholic beverages until 4:00am.

4. **Summer Garden Endorsement.** Applicant's penthouse level is bisected by a greenhouse style structure running approximately east to west. Applicant may have outdoor seating and occupancy on the south (K Street side) of the penthouse level ("Summer Garden"). Patrons may occupy the Summer Garden only during the following hours: 8:00am—12:00am daily. At 12:00am, any walls or roof of the greenhouse style structure which open out to the Summer Garden shall be closed such that the Summer Garden shall be completely sealed off to prevent noise from emanating out from any continued operations in the interior premises. The north outdoor portion of the penthouse level (facing the Building) shall be landscaped so as to create a "green area" and shall not be accessible to Applicant's patrons ("Green Area"). Said Green Area shall be landscaped substantially in the manner depicted on Exhibit A hereto. No person shall walk, stand, or use the Green Area at any time except during emergencies and to fulfill maintenance, repair, and replacement needs required by the Green Area.

5. **Entertainment Endorsement.**

A. Applicant may provide live entertainment on the interior premises during the following hours:

- i. Sunday through Thursday: 8:00am—1:00am; and
- ii. Friday and Saturday: 8:00am—2:00am.

The Association will not object to the Applicant applying for a One-Day Substantial Change, in accordance with District law, so that it may offer entertainment for an additional hour on days designated by the ABC Board as "Extended Hours for ABC Establishments;" "Daylight Savings Time Extension of Hours;" specific occasions for which Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours; and until 4:00am on January 1 of each year.

B. Applicant may provide live entertainment on the Summer Garden during the following hours:

- i. Monday through Sunday 8am – 10pm.

6. **Noise, Smoking, Signage.**

- A. Applicant shall adhere to DC Code §25-725 with respect to emanation of noise from the Hotel. Applicant shall undertake such measures as are reasonably and customarily required to avoid disturbance to occupants of the Building from noise or vibration emanating from the Hotel. Applicant shall prohibit its employees from loitering,

congregating and smoking in the public alley running between the Hotel and the Building.

- i. Applicant shall keep its doors and windows closed when live music is being played and/or one or more DJ's are producing music inside the Hotel.
  - ii. Applicant shall post signage asking patrons to be respectful of the residences and neighbors of the Hotel. A logical location for such signage is in a visible location in the penthouse where patrons going out to the Summer Garden would be likely to see it.
- B. There shall be no flashing signs on the exterior of the Hotel or visible from the exterior of the Hotel.

**7. Public Space and Trash.**

- A. Applicant shall take reasonable steps to keep the sidewalk adjacent to its property (up to and including the curb) free of litter and other debris. Applicant shall police these areas daily for refuse and other materials. Applicant shall not dispose of glass bottles outdoors after 10:00 pm or before 8:00 am. All trash, recyclable materials, and grease stored outdoors shall be in containers that are impervious to vermin, leaks, and odors.
- B. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.

8. **Rat and Vermin Control.** Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for servicing of the interior and exterior of the Hotel as needed to control pests.

**9. Patrons and Security.**

Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Hotel. Routine patron ingress and egress from doors opening to the public alley running between the Hotel and the Building shall be precluded (provided that maintenance of some such doors may be required for emergency egress purposes).

10. **Vendors, Deliveries, Trash Removal.** Except as necessitated by emergency conditions, such as extreme weather events, Applicant shall accept vendor deliveries and provide for trash removal services only during the hours of 7:00am to 10:00pm, Monday through Sunday.

11. **Binding Effect.** This Agreement shall be binding upon and enforceable against any transferees of the License.

12. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to

the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure to cure shall constitute cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Jemal's Bulldog, LLC  
t/a Moxy Hotel  
1011 K Street, N.W.  
Washington, DC 20001  
Attention: General Manager  
Email: \_\_\_\_\_

With copy to: Douglas Development Corporation  
Attn: Norman Jemal  
702 H Street, N.W.  
Washington, DC 20001  
Email: njemal@douglasdev.com\_\_\_\_\_

If to the Association, and/or Protestants:  
1010 Massachusetts Avenue Condominium Association  
Attn: Joseph Wright, Community Manager  
1010 Massachusetts Avenue, N.W.  
Washington, DC 20001

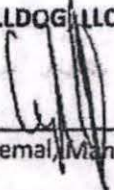
With copy to: Molly Peacock  
1900 Gallows Rd., Ste. 700  
Tysons, Va. 22182  
[mpeacock@reesbroome.com](mailto:mpeacock@reesbroome.com)  
703-790-1911

Either party may change its notice address by written notice to the other. 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.

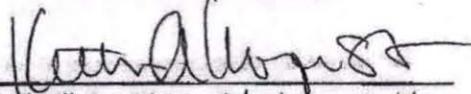
**13. Withdrawal of Protests.** Upon execution of, and as a condition of, this Agreement, the Association shall cause the withdrawal of all pending protests by individual residents of the Building.

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

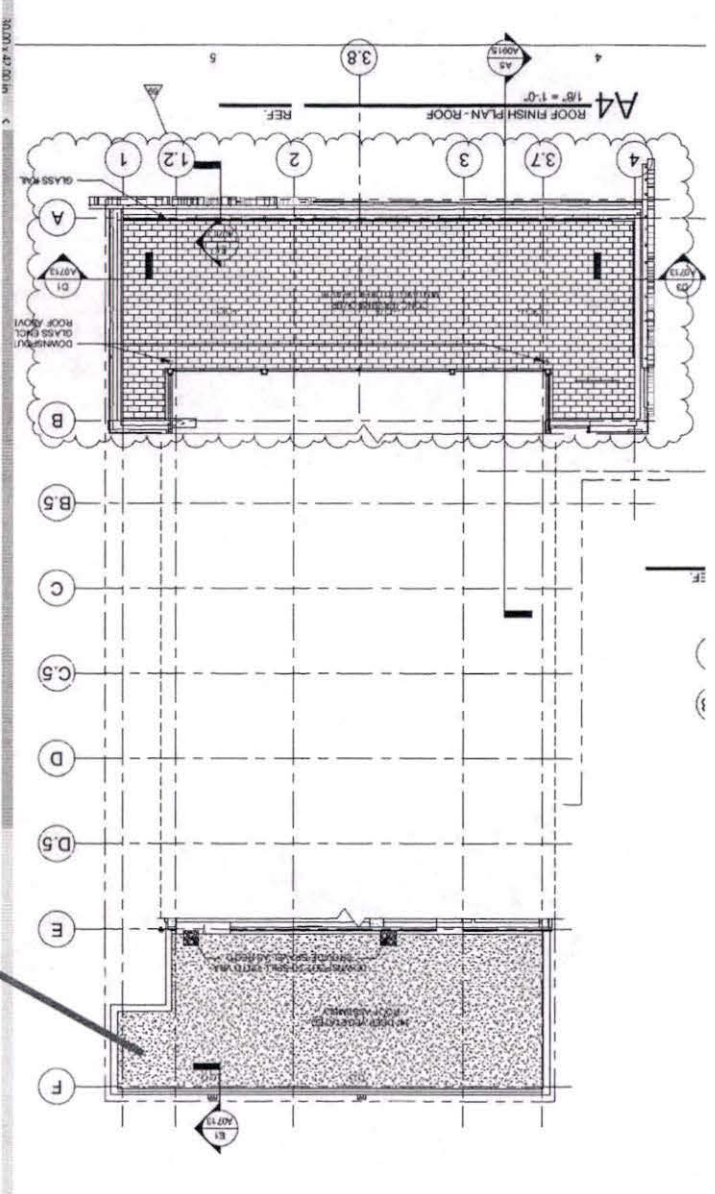
**JEMAL'S BULLDOG, LLC**

By:   
Douglas Jemal, Managing Member

**1010 MASSACHUSETTS AVENUE CONDOMINIUM ASSOCIATION**

By:   
~~Emil Hill, President~~ Kathryn A. Kronquist, acting President





Green Roof

