

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

In the Matter of:

DC Tavern, Inc.
t/a The Setting

Applicant for a New
Retailer's Class CT License

at premises
2512 Pennsylvania Avenue, NW
Washington, D.C. 20037

Case No.: 21-PRO-00068
License No.: ABRA-118515
Order No.: 2021-529

DC Tavern, Inc., t/a The Setting, Applicant

Jeri Epstein, Chairperson, Advisory Neighborhood Commission (ANC) 2A

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2A'S PROTEST**

The Application filed by DC Tavern, Inc., t/a The Setting (Applicant), for a new Retailer's Class CT License, was protested by ANC 2A.

The official records of the Board reflect that the Applicant and ANC 2A entered into a Settlement Agreement (Agreement), dated July 21, 2021, 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 Jeri Epstein, on behalf of ANC 2A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2A.

Accordingly, it is this 22nd day of September 2021, **ORDERED** that:

1. The Application filed by DC Tavern, Inc., t/a The Setting, for a new Retailer's Class CT License, located at 2512 Pennsylvania Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2A in this matter is hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Applicant and ANC 2A.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 3442B00294B0946700008E037F

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 24F0C7050709100112031041401*

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 23002F43E140271B70061941301F

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 20F0091F45E12040101506C12B10*

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821720A4500447A01E000C14410F*

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 80C7F8A700010420E1409E02E4104F

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 21st day of July, 2021 by and between The Setting, License #118515 ("Applicant"), and 2A ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class "C", License Number ABRA-118515, for a business establishment ("Establishment") located at 2512 Pennsylvania Avenue N.W., Washington, D.C. ("Premises");

WHEREAS, Protestant is ANC 2A, 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 Voluntary 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

(i) X (ii) _____ (iii) _____ (iv) _____, 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 "C" Class Tavern with an emphasis on food, disc jockey and a variety of live entertainment, as noted below. 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 shall be as follows:

HOURS OF OPERATION AND HOURS OF ALCOHOLIC
BEVERAGE SALES, SERVICE AND CONSUMPTION INSIDE OF THE
PREMISES



Sunday through Thursday 11am – 2am
Friday and Saturday 11am – 3am

**HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES,
SERVICE AND CONSUMPTION FOR THE OUTDOOR SIDEWALK CAFÉ**

Sunday through Wednesday 11am – 12am
Thursday through Saturday 11 am- 1 am

HOURS OF LIVE ENTERTAINMENT INSIDE OF THE PREMISES

Sunday through Thursday 6pm – 12am
Friday and Saturday 6pm – 2am

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

Sunday through Thursday 6 p.m. – 12 a.m.,
Friday and Saturday 6 p.m. – 2 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the basement floor(s) of the building. The Establishment will have no more than 49 seats and the maximum occupancy of the Establishment shall not exceed 100 patrons. Establishment has included 20 seats sidewalk café.
5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around 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. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Protestants are concerned that the large capacity sought by the Applicant for the Premises will pose

security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

9. ***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. Applicant also specifically agrees to be the sole owner of the ABC license.

10. ***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, 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: The Setting
 Address: 2512 Pennsylvania Avenue, N.W.
 Washington, DC 20037
 Attn: Jeff Jackson
 (202) 251-1566

If to Protestants: Advisory Neighborhood Commission 2A
 c/o West End Library 2301 L St NW Washington, District of
 Columbia 20037
 Washington, DC 20037
 Attn: Jeri Epstein, Chairperson

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.

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

ANC or other Protesting Organization

Jeri Epstein, Chair, ANC 2A

By: Printed Name

Jeri Needel Epstein

Signature

APPLICANT:

The Setting

By: Printed Name/ Title

Dino Louzaro / CEO 9/9/27

