

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

In the Matter of:

Verified Wines, LLC
t/a Verified Wines & Fine Spirits

Applicant for a New
Retailer's Class A License

at premises
4906 Wisconsin Avenue, NW
Washington, D.C. 20016

License No.: ABRA-118225
Order No.: 2021-557

Verified Wines, LLC, t/a Verified Wines & Fine Spirits, 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 Verified Wines, LLC, t/a Verified Wines & Fine Spirits (Applicant), Applicant for a new Retailer's Class A License, and ANC 3E have entered into a Settlement Agreement (Agreement), dated October 14, 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 Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

Accordingly, it is this 20th day of October 2021, **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 ScanlessDocs.com
Donovan Anderson
Key: ac43c8f9c5e4f80c4c70600011dccc8

Donovan Anderson, Chairperson

eSigned via ScanlessDocs.com
James Short
Key: 3476e972923ce66e81833596294cc1

James Short, Member

eSigned via ScanlessDocs.com
Bobby Cato
Key: 259d23ca37e465f7845706c72176208

Bobby Cato, Member

eSigned via ScanlessDocs.com
Rafi Aliya Crockett, Member
Key: 259d23ca37e465f7845706c72176208

Rafi Crockett, Member

eSigned via ScanlessDocs.com
Jeni Hansen, Member
Key: 021725017220447401b569e2a41805

Jeni Hansen, Member

eSigned via ScanlessDocs.com
Edward Grandis, Member
Key: 3027bda709f0240e14ed8b52541cc5

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 14th day of October, 2021, by Verified Wines, LLC, the applicant in ABRA-118225 (“**Verified Wines**”), and Advisory Neighborhood Commission 3E (“**ANC**”) (Verified Wines and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Verified Wines has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to open a Retailer’s Class A Liquor Store at 4906 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Verified Wines application in ABRA-118225 (“**Application**”), in reliance in part on Verified Wines’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. **Limited Hours.** Verified Wines hereby agrees that it will end retail service to in-store customers by 9:30 pm. Nothing here shall prohibit Verified Wines’ staff members from fulfilling mail orders or otherwise remaining on the premises until 11 pm, so long as no customers are permitted in the store after 9:30 pm

2. **Double Parking.** Verified Wines will post prominent signs inside and outside the establishment warning patrons not to double park to visit the store. If any Verified Wines staff member becomes aware that a patron who has double parked has entered the store, the staff member will refuse to serve the patron until the patron parks the car legally.

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

4. **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.

VERIFIED WINES LLC

By: Maximilian Bachmann
Name: Maximilian Bachmann
Title: Owner

ADVISORY NEIGHBORHOOD COMMISSION 3E

By: Jonathan Bender
Jonathan Bender
Chair
Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender, o, ou,
email=jbender@ibusinesslawyer.
com, c=US
Date: 2021.10.18 14:07:30 -04'00'