

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

<b>In the Matter of:</b>	)	
2815 M St., LLC	)	
t/a Villa Yara	)	
Applicant for a New	)	Case No.: 22-PRO-00073
Retailer’s Class CR License	)	License No.: ABRA-121278
at premises	)	Order No.: 2022-674
2815 M Street, NW	)	
Washington, D.C. 20007	)	
	)	

2815 M St., LLC, t/a Villa Yara, Applicant

Gwendolyn Lohse, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida Parker, President, Citizens Association of Georgetown (CAG), Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by 2815 M St., LLC, t/a Villa Yara (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 6, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated September 5, 2022, 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; Commissioner Gwendolyn Lohse, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 28th day of September 2022, **ORDERED** that:

1. The Application filed by 2815 M St., LLC, t/a Villa Yara, for a new Retailer's Class CR License, located at 2815 M Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG, in this matter are hereby **WITHDRAWN**;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 Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a0470691659181094b720093182c08f

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Donovan Anderson, Chairperson

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*James Short*  
Key: 547ac73809a065cc01b3026d2948cc

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James Short, Member

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Bobby Cato, Member

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*Rafi Aliya Crockett, Member*  
Key: b560a91848e1f2a401d125e5c120b1cc

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Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: 921720105004474918509c2441e06

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Jeni Hansen, Member

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*Edward Grandis, Member*  
Key: 5027bd47f090040ec14adeb52541ce5

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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 14<sup>th</sup> 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).

Villa Yara 2811 M Street NW  
Settlement Terms

This Settlement Agreement ("Agreement") is made on the 5<sup>th</sup> day of September 2022 by and between Villa Yara ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties".

#### RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration with License Number for ABRA-121278 the issuance of a new Class "C" License (the "License") for the Premises located at 2815 M Street (the "Premises"), and

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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 Operations.**
  - a. Class C.
3. **Occupancy.**
  - a. Inside: Maximum allowed by Certificate of Occupancy.
  - b. Summer Garden: Maximum allowed by Certificate of Occupancy.
4. **Hours of Operations.**
  - a. Inside dining room:
    - i. 9am – 2am.
  - b. Summer Garden:
    - i. Monday-Thursday and Sunday 9am – 10pm; Friday-Saturday 9am – 12pm; should multiple public complaints regarding noise, hours of operation, or any other condition mentioned in this agreement occur and licensee not cure such within reasonable time, the protester may request to modify Friday and Saturday closing hours to 10pm.
  - c. Sidewalk Café: Any sidewalk tables will follow the Summer Garden Hours, or the hours set by the city for all streateries.
  - d. Exceptions to the standard operating hours shall be granted for:
    - i. 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, Applicant may avail itself of such extended hours;
    - ii. January 1 of each year Applicant may operate for one additional hour or other special events
5. **Service Standards.**

Villa Yara 2811 M Street NW  
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- a. All DC alcohol and Serve Safe regulations will be followed.
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6. Noise.
    - a. No music played inside or other noise, either amplified or not amplified, coming from the inside the Premises shall be audible either on the street or in the surrounding residences;
    - b. The backdoors of the Premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the Premises;
    - c. Applicant will not install any speakers on the exterior of the Premises.
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7. Patrons and Employees.
    - a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises;
    - b. Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises;
    - c. Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises, including the establishment will not create a line to enter the restaurant by using the public sidewalks, rather the establishment will use an on-line reservation system that notifies customers when space is available.
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8. Business.
    - a. No promoters will conduct business on the premises.
    - b. Cover charges will never be collected to enter the Premises or partake in the Applicants offerings, with the exception of previously announced ticketed, special events; these events will not be more than two events per month unless other such events approved by the protesters.
    - c. Alcohol sales will end 30 minutes prior to the closing "last call". However, patrons may remain on the Premises until the end of Hours of Operation.
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9. Deliveries.
    - a. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.
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10. Trash Pick-up/Removal and Snow Removal.
    - a. Trash pick-up will occur one time per day, at a minimum of six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather;
    - b. Trash will be stores in a rodent protected designed trash cans;
    - c. Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside the least amount of time as feasibly possible;
    - d. Applicants employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am, this is especially critical to the Summer Garden.

Villa Yara 2811 M Street NW  
Settlement Terms

- e. The public space in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicants staff at least once a day when the business is operating;
  - f. All snow removal regulations will be followed by the Applicant, whether the business is open or closed.
  - g. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness;
  - h. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests. The service will visit the establishment at least once per month.
11. Public Complaint Log.
- a. The Establishment's website will prominently feature the name and contact (including email and phone) information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.
12. Ingress and Egress.
- a. All patrons shall use the designed front entrance as the ingress and egress given it is the only official entrance/exit.
13. Binding Settlement.
- a. This Agreement shall be binding upon and enforceable against the Licensee and any successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree not to Protest the application for a new License at the Premises. Future failure of the Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford Applicant at least ten (10) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the parties.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

VILLA YARRA

Villa Yara 2811 M Street NW,  
Settlement Terms

By 

Majed Saadi for Licensee

ADVISORY NEIGHBORHOOD COMMISSION 2E

By 

Gwendolyn Lohse, Commissioner ANC 2E06

CITIZENS ASSOCIATION OF GEORGETOWN (CAG)

By 

Tara Sakraida, President of CAG