

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

<b>In the Matter of:</b>	)	
Winovisor, LLC	)	
Applicant for a New Retailer's Class IB License	)	License No.: ABRA-108149
	)	Order No.: 2018-012
at premises	)	
4221 Connecticut Avenue, NW	)	
Washington, D.C. 20008	)	

Winovisor, LLC (Applicant)

Patrick Jakopchek, Chairperson, Advisory Neighborhood Commission (ANC) 3F

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

---

**ORDER ON SETTLEMENT AGREEMENT**

---

The official records of the Alcoholic Beverage Control Board (Board) reflect that Winovisor, LLC, Applicant for a new Retailer's Class IB License, located at 4221 Connecticut Avenue, NW, Washington, D.C., and ANC 3F have entered into a Settlement Agreement (Agreement), dated December 14, 2017, 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 Chairperson Patrick Jakopchek, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 10th day of January, 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 3F.

District of Columbia  
Alcoholic Beverage Control Board



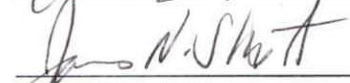
Donovan Anderson, Chairperson



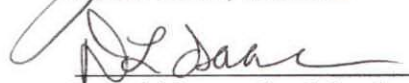
Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., 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).

**Government of the District of Columbia  
ADVISORY NEIGHBORHOOD COMMISSION 3F**

3F01 – David Dickinson  
3F02 – Shirley Adelstein, Treasurer  
3F03 – Naomi Rutenberg  
3F04 – Deirdre Brown  
3F05 – Andrea Molod, Secretary  
3F06 – Bill Sittig  
3F07 – Patrick Jakopchek, Acting Chair



4401-A Connecticut Ave, N.W.  
Box 244, Washington, D.C. 20008  
commissioners@anc3f.com  
www.anc3f.com  
202-870-7ANC  
Twitter: @ANC3F

**SETTLEMENT AGREEMENT**

Made this 14<sup>th</sup> day of day of December 2017, by and between **WINOVISOR, 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 "B" (Internet Only) liquor license for the premises known as 4221 Connecticut Avenue, N.W. (the "Establishment"), License Number ABRA-108149; 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;

**General**

1. Applicant shall manage and operate an online-only retail establishment with no physical location open to the public to sell or consume spirits, beer, or wine.

**Hours**

2. Applicant's hours of operation for all purposes – including deliveries and pick-ups – will be 10:00 a.m. to 6:00 p.m. Monday through Saturday and 10 a.m to 2:00 p.m. on Sunday.

**Public Spaces**

3. Applicant will make every effort to use off-street parking for dropping off and retrieving wine and to maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic in the neighborhood;
4. All vehicle parking – including employees, deliveries, and pick-ups – will be limited to legal parking locations.

5. Applicant shall schedule garbage collection and any other activity that causes a noise disturbance in the alley behind the Establishment only from 9:00 a.m. to 9:00 p.m.

#### **Advertising**

6. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by zoning.

#### **Breach of Agreement / Notifications**

7. 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 the laws and regulations of the District of Columbia in the operation of this establishment.
8. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts. Applicant, upon notice from the ANC, shall confer and deal in good faith with issues raised under this Agreement or new issues that might arise 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, 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 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. Winovisor, LLC  
[REDACTED]  
[REDACTED]
- b. Advisory Neighborhood Commission 3F  
440-A Connecticut Avenue, N.W., PMB 244  
Washington, D.C. 20008-2322

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 "B" (Online Only) license.

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

**APPLICANT**

Signature: [Handwritten Signature]

Name: Kevin Shin

Title: Managing Member

**ANC 3F**

Signature: [Handwritten Signature]

Name: Patricia Josephine

Title: Agent