

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

**In the Matter of:** )  
)  
Proust Partners Limited Company )  
t/a Wunder Garten )  
)  
Holder of a )  
Retailer's Class CT License )  
)  
at premises )  
131 M Street, N.E. )  
Washington, D.C. 20002 )  
)

License No.: ABRA-098173  
Order No.: 2018-393

Proust Partners Limited Company, t/a Wunder Garten (Licensee)

Jason Starr, on behalf of Advisory Neighborhood Commission (ANC) 6C

**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 Proust Partners Limited Company, t/a Wunder Garten (Licensee), and ANC 6C entered into a Settlement Agreement (Agreement), dated May 14, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Jason Starr, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 13th day of June, 2018, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Nature of Business) – The language “Class C” shall be replaced with the language “Class CT.”


Section 1 (Nature of Business) – Add the following language: “For purpose of this settlement agreement, ‘special event’ is defined as any event that would require Wunder Garten to submit a substantial change of license application.”

Section 3 (Noise Suppression) – The language “to the ANC” shall be replaced with the language “to the ANC and the ABC Board upon request.”

The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6C.

District of Columbia  
Alcoholic Beverage Control Board

  
Donovan Anderson, Chairperson

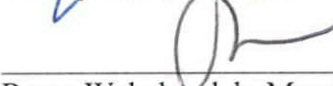
  
Nick Alberti, Member

  
Mike Silverstein, Member

  
James Short, Member

  
Donald Isaac, 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).

ANC 6C REVISED SETTLEMENT AGREEMENT FOR WUNDER GARTEN

THIS AGREEMENT is made and entered into as of this 14<sup>th</sup> day of May 2018 by and between Proust Partners LLC, operating under the trade name "Wunder Garten" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 6C, (hereinafter "Protestants").

WHEREAS, Applicant has come before Protestants requesting to amend its existing settlement agreement dated October 2016 to allow more permissive provisions relating to the hosting of public and private events on Applicant's premises;

WHEREAS, Applicant has demonstrated a strong, positive record as a responsible and welcoming business by hosting public events in partnership with local organizations including the NoMa Business Improvement District (NoMa BID);

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants' will agree to the issuance of the ABC License and withdraws their Protests.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class C (as such term is defined in ABC statutes and regulations). Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. At no time shall there be more than 375 patrons on the premises, unless for special events. The number of special events shall be limited to not more than 3 events every 12 weeks.
2. **Hours of Operation:** Applicant's operating hours shall be
  - a. Monday - Thursday: 4 PM to 10 PM (and until 12 AM inside tent structure)
  - b. Friday: 12 PM to 12 AM (and until 1 AM inside tent structure)
  - c. Saturday: 10 AM to 12 AM (and until 1 AM inside tent structure)
  - d. Sunday: 10 AM to 10 PM (and until 12 AM inside tent structure)

It is understood that after cessation of said "operating hours," no patrons shall remain on the premises. Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the evening); and (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours.

3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant acknowledges that Protestants are extremely concerned regarding the potential for noise emanating from this establishment. Applicant will encourage employees and patrons to be considerate of

residents in the neighborhood by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting. Signs reminding employees and patrons to be considered about noise levels will be placed at several locations on the premises and at the entrance/exit. All amplified noise and all music will cease by 10:00 p.m. and 12 AM inside the tent structure. Applicant will discourage patrons from loitering in the surrounding area after leaving the establishment.

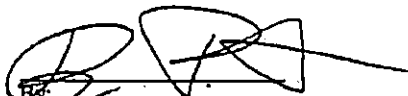
For a period of six (6) months following the ratification of this Revised Settlement Agreement, applicant agrees to provide to the ANC and its relevant committee on a quarterly basis a full report of all noise complaints received, if any, as well as any mitigating circumstances regarding those complaints and actions taken by Applicant in response to address them. Applicant also agrees to meet with the relevant ANC committee upon request at the termination of this six-month period for the purpose of agreeing to remedial steps to address any complaints received, as well as to meet on an interim basis at the request of the ANC or its relevant committee if complaints are received from at least five (5) different residences within a two (2) block radius of Applicant's establishment regarding a single event during the six-month period.

4. **Parking:** The applicant shall provide bike racks and encourage the use of public transportation to minimize traffic and the demand for parking.
5. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm Mondays – Saturdays. No deliveries shall be accepted on Sundays.
6. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 9:00 am to 5:00 pm. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 10:00 pm.
7. **Food Odors:** Applicants acknowledges that odors from food trucks are a concern of Protestants and Applicant will work with food truck vendors to minimize odors from their operations.
8. **Toilet facilities.** Applicant will contract to provide adequate toilet facilities on premises. Portable toilets will be serviced and cleaned as necessary, and not less than once per week.
9. **Property maintenance and appearance.** Applicant agrees to keep property, improvements and fences clean and in good repair. Applicant will keep adjoining spaces that are accessible to Applicant free of weeds, cigarette butts, and trash. Applicant will provide trash receptacles throughout the premises and at the entrance/exit. Through signs and with the help of employees, Applicant will encourage guests to appropriately dispose of trash and to recycle.

10. **Security.** The Applicant agrees to provide adequate security to control crowds onsite and at the entrance to the establishment at all times, with the goal of keeping the premises and its surrounding areas safe and inviting.
11. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
12. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint pursuant to D.C. Code 25-446(e) in order to enforce the provisions of the Agreement.

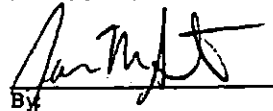
IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 14th day of May 2018.

**APPLICANT**



By:  
Biva Ranjeet  
Proust Partners LLC

**ADVISORY NEIGHBORHOOD COMMISSION 6C**



By  
Jason Starr  
ANC 6C ABL Committee