

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

**In the Matter of:** )  
 )  
Zeppelin Restaurant DC, LLC )  
t/a Zeppelin )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
1544 9th Street, NW )  
Washington, D.C. 20001 )  
\_\_\_\_\_ )

License No.: ABRA-111146  
Order No.: 2018-610

Zeppelin Restaurant DC, LLC, t/a Zeppelin (Applicant)

Alexander M. Padro, Commissioner, Advisory Neighborhood Commission (ANC) 6E

**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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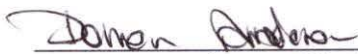
The official records of the Alcoholic Beverage Control Board (Board) reflect that Zeppelin Restaurant DC, LLC, t/a Zeppelin, Applicant for a new Retailer's Class CR License, located at 1544 9th Street, NW, Washington, D.C., and ANC 6E have entered into a Settlement Agreement (Agreement), dated October 9, 2018, that governs the operation of the Applicant's establishment.

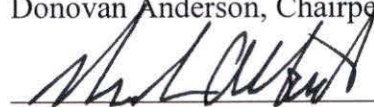
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Alexander M. Padro, on behalf of ANC 6E, are signatories to the Agreement.


Accordingly, it is this 17th day of October, 2018, **ORDERED** that:

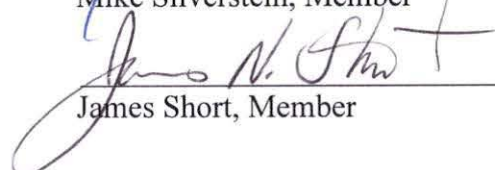
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

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Donald Isaac, Sr., Member

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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).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“AGREEMENT”) is made on this 9th day of October, 2018 by and between Zeppelin Restaurant DC, LLC t/a Zeppelin, ABRA License #111146 (“Applicant”) and Advisory Neighborhood Commission 6E (“ANC 6E”), collectively “the Parties”.

### WITNESETH

WHEREAS, Applicant has applied for a Retailers Class C Restaurant license for a premises located at 1544 9<sup>th</sup> Street, N.W., Washington, D.C. (“the Establishment”);

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 governing certain aspects of the operation and maintenance of the Establishment in such a manner as to minimize the potential for negative effects of the Establishment on the surrounding neighborhood; and

WHEREAS, in lieu of contested proceedings before the Alcoholic Beverage Control Board (“ABC Board”), the Parties agree to enter into this Agreement and request that the ABC Board incorporate the terms of this Agreement into the ABC License to be issued.

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 operate and manage a Class C restaurant with an interior occupancy of 99 seats and a sidewalk cafe with exterior occupancy of 64 seats. The maximum number of patrons allowed on the sidewalk cafe shall be the number of seats on the Establishment’s Certificate of Occupancy. There will be no standing patrons allowed in the sidewalk cafe.
3. *Hours of Operation/Entertainment.*
  - a. The Applicant’s hours of operation and hours of sale and service of alcohol in the interior of the Establishment shall be:

Sunday to Thursday	8:00 a.m. to 2:00 a.m.
Friday and Saturday	8:00 a.m. to 3:00 a.m.

Provided, however: (1) On days designated by the ABC Board as “extended hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) In the event the Council of the District of Columbia or the ABC Board grants licensees generally extended operating hours for particular dates, holidays or events, Applicant may avail itself of such extended hours; and, (3) On January 1 of

each year, Applicant may operate and serve alcoholic beverages until 4 a.m.

- b. Applicant's hours of operation and hours of sale and service of alcohol in the sidewalk cafe of the Establishment shall be:

Sunday through Saturday                      8:00 a.m. to 12:00 a.m.

- c. Applicant may offer entertainment in the interior of the Premises in the form of karaoke, exclusively. There shall not be a dance floor in the Establishment.

Applicant's hours of entertainment in the interior of the Establishment shall be:

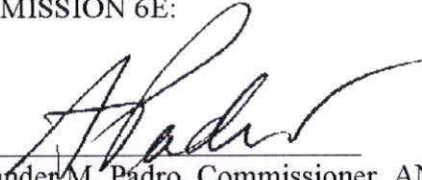
Sunday to Thursday                              6:00 p.m. to 1:30 a.m.

Friday and Saturday                              6:00 p.m. to 2:30 a.m.

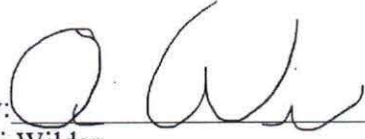
4. *Noise.* Applicant agrees to comply with all noise-control provisions of the District of Columbia's law and regulations, including preventing the emission of sound, capable of being heard outside of the Premises, in accordance with D.C. Code 25-725. Applicant will undertake such measures as are reasonable to preclude unreasonable disturbances to occupants of the adjacent properties, such as the emanation of excessive noise or vibrations from the Establishment. During times when entertainment is offered at the Establishment, Applicant agrees to keep doors and windows closed, other than when required for the ingress/egress of patrons and servers between the interior and exterior serving areas. In the event the Establishment receives any noise complaints from the adjacent neighbors or the ANC, the Applicant will promptly take all reasonable measures to abate any noise disturbances affecting the neighborhood and shall provide the contact information for the Establishment's general manager to ANC 6E once the Establishment opens for business.
5. *Exterior of Establishment.* The exterior of the Premises, including the sidewalk cafe, shall be maintained in a neat, clean and orderly manner.
6. *Trash and Recycling.* Applicant will contract with a trash and recycling contractor to provide sealable containers for trash, food waste and recycling designed to prevent rodent intrusion, and further agrees to keep the container closed and sealed at all times when waste is not being disposed. Applicant agrees to refrain from disposing all recyclable materials (especially glass bottles and cans) and trash in areas behind the Establishment between the hours of 9:00 p.m. to 9:00 a.m., and trash collection shall likewise not be conducted during said hours.
7. *Incorporation of Agreement into License.* The Parties request that the ABC Board enter an order approving Applicant's license application subject to the terms of this

Agreement.

ADVISORY NEIGHBORHOOD  
COMMISSION 6E:

By:   
Alexander M. Padro, Commissioner, ANC 6E01  
Chair, ANC 6E ABC Licensing Committee

ZEPPELIN RESTAURANT DC, LLC  
t/a ZEPPELIN:

By:   
Ari Wilder  
Vice President, Operations