

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

In the Matter of:

West End DC, LLC

Applicant for a New
Retailer's Class CR License

at premises
1118-1134 23rd Street, NW
Washington, D.C. 20037

Case No.: 18-PRO-00077
License No.: ABRA-111311
Order No.: 2019-030

West End DC, LLC (Applicant)

William Kennedy Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2A

Phillip Leibow, on behalf of a Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

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

The Application filed by West End DC, LLC (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 November 19, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2A, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated December 31, 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; Chairperson William Kennedy Smith, on behalf of ANC 2A; and Phillip Leibow, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2A and the Group of Five or More Individuals.

Accordingly, it is this 16th day of January, 2019, **ORDERED** that:

1. The Application filed by West End DC, LLC, for a new Retailer's Class CR License, located at 1118-1134 23rd Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2A and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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, except for the following modification:

Section 2 (Operational Plan) – The language “hours of operation and sales of alcoholic beverages” shall be replaced with “hours of operation, sales, service, consumption, and entertainment.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2A, and Phillip Leibow, on behalf of a Group of Five or More Individuals

District of Columbia
Alcoholic Beverage Control Board



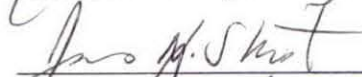
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, 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 14th 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 is made on this ^{31st} day of December 2018, by and between West End DC, LLC, t/a Argiro ("the Applicant") and Advisory Neighborhood Commission 2A ("the ANC"), and Philip Leibow, designated representative of a group of 85 individuals ("the Group of Individuals") (collectively "Protestants")

WITNESSETH

WHEREAS, the Applicant's application for a Class C Alcoholic Beverage Control (ABC) license for premises 1118-34 23rd Street, NW is pending before the District of Columbia ABC Board; and,

WHEREAS, said premises is within the jurisdictional boundaries of the ANC; and, the Group of Individuals reside adjacent to the Applicant's proposed premises; and,

WHEREAS, the parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain aspects of the Applicant's sidewalk cafe;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. **Maximum Seating**

The sidewalk café seating and total occupant load shall not exceed fifty-eight (58) or any lesser number as indicated on the Certificate of Occupancy.

2. **Operational Plan:**

The hours of operation and sales of alcoholic beverages shall not exceed the hours as follows, and Applicant agrees to modify its hours to reflect this operational plan:

Inside Premises Hours of Operation:

	Operation	Sales	Entertainment
Sunday:	9 am - 2 am	10 am - 2 am	6 pm - 11 pm
Monday:	8 am - 2 am	8 am - 2 am	6 pm - 11 pm
Tuesday:	8 am - 2 am	8 am - 2 am	6 pm - 11 pm
Wednesday:	8 am - 2 am	8 am - 2 am	6 pm - 11 pm
Thursday:	8 am - 2 am	8 am - 2 am	6 pm - 11 pm
Friday:	8 am - 2 am	8 am - 2 am	6 pm - 11 pm
Saturday:	9 am - 2 am	9 am - 2 am	6 pm - 11 pm

Sidewalk Café Hours of Operation (Capacity: 58):

	Operation	Sales
Sunday:	9 am - 11 pm	10 am - 11 pm
Monday:	8 am - 11 pm	8 am - 11 pm
Tuesday:	8 am - 11 pm	8 am - 11 pm
Wednesday:	8 am - 11 pm	8 am - 11 pm
Thursday:	8 am - 11 pm	8 am - 11 pm
Friday:	8 am - 11 pm	8 am - 11 pm
Saturday:	9 am - 11 pm	9 am - 11 pm

3. Music & Entertainment and Noise Abatement

Applicant shall not offer entertainment, dancing, live or recorded music, or any other background music or amplification on the sidewalk café. Additionally, Applicant will post a sign reminding patrons to keep noise to a minimum when sitting in the outside sidewalk café.

Applicant agrees to modify the entertainment and dancing endorsements for inside the premises to permit only entertainment and dancing from 6 pm to 11 pm. Applicant also agrees to never charge a "cover" charge for events associated with its entertainment and dancing endorsements.

Nothing in this Agreement shall restrict the Applicant from applying to extend the inside premises entertainment hours listed above. If the Applicant desires to extend the entertainment hours listed above, Applicant may file an application with ABRA so long as the community receives proper notice. The parties agree that an application to extend the entertainment hours is of great concern to the neighborhood. However, the ANC will not object to the applicant/licensee applying for a one-day substantial change, for up to six times a year in accordance with District law, to allow it to provide entertainment and music in the inside of the restaurant until 2 am.

4. Sidewalk Café

At the end of service every night, the chairs and tables in the sidewalk café shall be secured as to inhibit use of the furniture after hours.

5. Licensee Point of Contact

The Protestants acknowledge having received the contact information for the Applicant and its General Manager. Applicant will provide the Protestants with new contact information for successive management staff, including the General Manager. The Protestants are encouraged to contact the Applicant or the General Manager directly regarding complaints related to this Agreement including, but not limited to, complaints of noise.

6. Notice

Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Panagiotis Psaromatis
1118-3423rd Street, NW
Washington, DC 20036
ppsaromatis@vaticainc.com

With cc to General Manager: Alex Alevras
alexalevras@hotmail.com

If to the ANC: William Kennedy Smith, Chairman (or applicable ANC 2A Chairman)
Advisory Neighborhood Commission 2A
2020 Pennsylvania Avenue NW #293
Washington, DC 20006
2A04@anc.dc.gov

With Copy to: Peter Sacco, Executive Director (or applicable ANC 2A Executive Director)
2A@anc.dc.gov

If to Group
of Individuals: Philip Leibow
Designated Representative of Group of 5
The WestLight A Condominium
1111 24th Street, NW
Apt. 46
Washington, DC 20037
leibowp@gmail.com

Any party may change its notice address or alert each other to successors of the above-identified individuals by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

7. Incorporation of Settlement Agreement

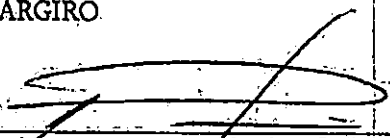
The Applicant acknowledges that the Protestants are relying on the foregoing commitments and will withdraw the protests that heretofore have been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending Retailer's Class C License application.

8. Execution in Counterpart


The parties acknowledge that this agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

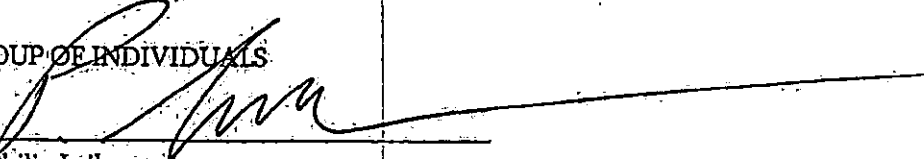
WEST END DC, LLC,
T/A ARGIRO

By: 
Panagiotis Psaromatis

ADVISORY NEIGHBORHOOD COMMISSION 2A

By: 
William Kennedy Smith, Chairman

GROUP OF INDIVIDUALS

By: 
Philip Leibow
Designated Representative