

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

In the Matter of:)

Shredder, LLC)
t/a Capitale)

Application for a New)
Retailer's Class CN License)

at premises)
1730 M Street, NW)
Washington, D.C. 20036)

Case No.: 17-PRO-00085
License No.: ABRA-107468
Order No.: 2017-633

Shredder, LLC, t/a Capitale (Applicant)

Nicole McEntee, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2B'S PROTEST**

The Application filed by Shredder, LLC, t/a Capitale (Applicant), for a new Retailer's Class CN License, was protested by ANC 2B.

The official records of the Board reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated December 3, 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 McEntee, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 13th day of December, 2017, **ORDERED** that:

1. The Application filed by Shredder, LLC, t/a Capitale, for a new Retailer's Class CN License, located at 1730 M Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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 modifications:

Section 2 (Nature of the Business) – The last sentence shall be modified to read as follows: “Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.”

Section 3 (Hours of Operation and Sales) – This Section shall be modified to read as follows: “The Applicant's hours of operation shall be as follows:

Sunday through Thursday 6:00 am – 3:00 am

Friday and Saturday 6:00 am – 4 am

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am

Friday and Saturday 9:00 am – 3 am.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson, Chairperson



Nick Alberti, Member

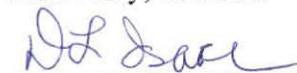


Mike Silverstein, Member



James Short, Member

Jake Perry, 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 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 ("Agreement") is made on this 3rd day of December, 2017 by and between Shredder LLC t/a Abigail ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class "C": Nightclub license, License Number CN 107468, for a business establishment ("Establishment") at 1730 M Street, N.W., Washington, D.C. 20036 ("Premises");

WHEREAS, Protestant is Advisory Neighborhood Commission 2B), who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and adverse impact on the peace, order, and quiet of the neighborhood;

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on and adverse impact on the peace, order, and quiet of the neighborhood, and to eliminate the need for a Protest Hearing regarding the license application.

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 manage and operate a Class "C": Nightclub license with an emphasis on disc jockey and a variety of live entertainment, as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday through Saturday 12:00am - 11:59pm.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 8:00am - 2:00am

Friday and Saturday 8:00am - 3:00am

And for all days of the week, any holiday hours that ABRA may allow from time to time.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building. The maximum occupancy of the Establishment shall not exceed 280 patrons.
5. **Sidewalk Café.** The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 20 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café between the hours of 2am to 12pm when allowed to serve until 2am and 3am to 12pm when allowed to serve until 3am. The applicant will have security outside, at the exit of the sidewalk cafe area, to insure no patrons leave with alcohol. The applicant will bring all sidewalk cafe furniture inside for storage according to the public space permit or while establishment is closed for business.
6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant will not install any exterior speakers to the establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or windows that open. Applicant will keep all exterior doors and windows closed at all times except when used for ingress and egress. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. There shall be no prominent flashing or moving lights on the exterior of the premises.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, chewing gum, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant will contract with a trash and recycling contractor to provide closeable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed at all times when waste is not being disposed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the

Washington, DC 20036

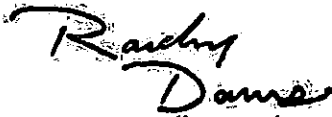
If to Protestants: ANC 2B
9 Dupont Circle
Washington, DC 20036
Attn: Randy Downs

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.


Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

By: Randy Downs, Commissioner ANC 2B05



By: Nicole McEntee (Man), Chair ANC 2B

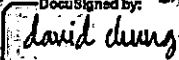

Signature

APPLICANT:

Applicant

Shredder, LLC

By: David Chung/Member

DocuSigned by:

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Signature