

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

In the Matter of:)
)
DC Rabbit Hole, LLC)
t/a The Rabbit Hole)
)
Applicant for a New)
Retailer's Class CT License)
)
at premises)
1214 18th Street, NW)
Washington, D.C. 20036)
_____)

Case No.: 18-PRO-00019
License No.: ABRA-108881
Order No.: 2018-258

DC Rabbit Hole, LLC, t/a The Rabbit Hole (Applicant)

Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

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

The Application filed by DC Rabbit Hole, LLC, t/a The Rabbit Hole (Applicant), for a new Retailer's Class CT 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 April 16, 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 Chairperson Daniel Warwick, 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 2nd day of May, 2018, **ORDERED** that:

1. The Application filed by DC Rabbit Hole, LLC, t/a The Rabbit Hole, for a new Retailer's Class CT License, located at 1214 18th 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 The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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 language “shall require approval” shall be replaced with “may require approval.”

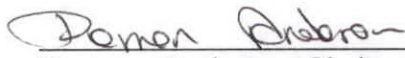
Section 3 (Hours of Operation and Sales) – The language “Hours of Operation and Sales” shall be replaced with “Hours of Operation, Sales, Service, and Consumption.”

Section 8 (Rats and Vermin Control) – The language “request of the Protestant” shall be replaced with “request of the Board.”

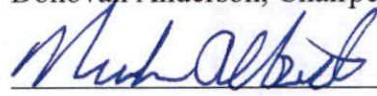
The parties have agreed to these modifications.

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

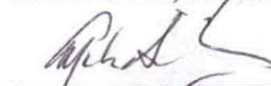
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



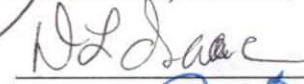
Nick Alberti, Member



Mike Silverstein, Member



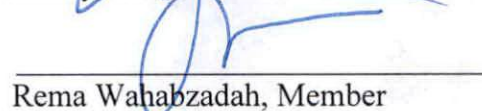
James Short, Member



Donald Isaac, Sr., 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 ("Agreement") is made on this 16th day of April, 2018 by and between DC Rabbit Hole, LLC t/a TBD License #108881 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class "C": Tavern license, License Number 108881, for a business establishment ("Establishment") located at 1214 18th Street NW, 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 Settlement 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": Tavern license with an emphasis on food, disc jockey, and a variety of live entertainment. Any change from this model shall require prior approval by the ABC Board.
- 3 **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday through Thursday 10:00 a.m. – 2:00 a.m.,
Friday and Saturday 10:00 a.m. – 3:00 a.m.,

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

Sunday through Thursday 10:00 a.m. – 2:00 a.m.,

Friday and Saturday 10:00 a.m. – 3:00 a.m.

4 Floors Utilized and Occupancy. The Applicant will operate its establishment on the first floor, and mezzanine of the building. The Applicant shall maintain physical separation between the restaurant and lounge portion of the business by way of a door. Within the restaurant portion of the business, which has the front door that opens to 18th street, music shall not be played after 11 p.m. Sunday through Thursday and after 12 a.m. Friday and Saturday with the restaurant area acting as a noise-diminishing vestibule during these late-night hours. The Establishment's certificate of occupancy will state the maximum number of seats and occupancy load, but shall not exceed 354 patrons.

5 Sidewalk Café. The Applicant will not operate a sidewalk café without prior notice to the ANC and approval by the ABC Board. Applicant's current business plan has no such outdoor space.

6 Noise and Privacy. Applicant will comply with D.C. Official Code § 25-725 and will take all reasonable actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant will keep all exterior doors and windows closed at all times except when used for ingress and egress. If necessary, and where practicable, 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. Applicant will not install any exterior speakers to the establishment.

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 sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed 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 abutting property owners and so that no garbage is placed on the abutting property.

8 Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the reasonable request of the Protestant. Applicant shall have the Establishment and the area in front of the Premises properly cleaned at the end of each night.

9 Security Cooperation in Stemming Illegal Drugs and Public Drinking. Protestants are concerned that the large capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all reasonable steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

10 License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

11 Notice and Opportunity to Cure. 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 Applicant or the licensee 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 a cause for filing a complaint with the ABC Board pursuant to 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, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: DC Rabbit Hole, LLC
1214 18th Street, NW
Washington, DC 20036
Attn: Son Tran

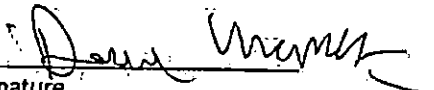
If to Protestants: ANC 2B
9 Dupont Circle
Washington, DC 20036
Attn: Chairman

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.

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

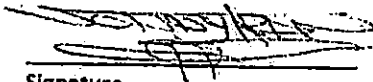
PROTESTANT:

By: Daniel Warwick, Chairman ANC 2B


Signature

APPLICANT:

DC Rabbit Hole, LLC


Signature
Son Tran,
Managing Member