

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

**In the Matter of:**

P St. Hospitality, LLC

Applicant for a New  
Retailer’s Class CR License

at premises  
2100 P Street, NW  
Washington, D.C. 20037

Case No.: 18-PRO-00079  
License No.: ABRA-111709  
Order No.: 2019-081

P St. Hospitality, LLC (Applicant)

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

Robin Diener, President, Dupont Circle Citizens Association (DCCA)

Robert Oaks, on behalf of a Group of Three 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 P St. Hospitality, 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 December 10, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, DCCA, and a Group of Three or More Individuals have entered into a Settlement Agreement (Agreement), dated January 15, 2019, 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; Commissioners Daniel Warwick and Kari Cunningham, on behalf of ANC 2B; Robin Diener, on behalf of DCCA; and Robert Oaks, on behalf of the Group of Three or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B, DCCA, and the Group of Three or More Individuals.

Accordingly, it is this 13th day of February, 2019, **ORDERED** that:

1. The Application filed by P St. Hospitality, LLC, for a new Retailer's Class CR License, located at 2100 P Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B, DCCA, and the Group of Three or More Individuals in this matter are hereby **WITHDRAWN**;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 modifications:

Section 2 (Nature of the Business) – The following language shall be removed: “a substantial change in the nature of the operation and.”

Section 4 (Floors Utilized and Occupancy) – The following language shall be removed: “be considered a substantial change and.”

Section 6 (Noise and Privacy) – The following language shall be removed: “be considered a substantial change and.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 2B, DCCA, and Robert Oaks, on behalf of the Group of Three or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

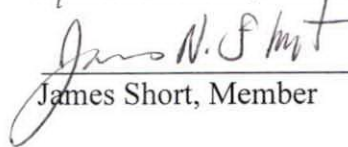
---

Nick Alberti, Member



---

Mike Silverstein, Member

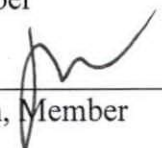


James Short, Member

---

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 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 15<sup>th</sup> day of January, 2019 by and between P St Hospitality LLC t/a Vintage78, ABRA License # 111709 ("Applicant"); and Advisory Neighborhood Commission 2B, the Dupont Circle Citizens Association, and Robert Oaks, designated representative of a group of four individuals residing in the West Dupont Circle Moratorium Zone (together, "Protestants") (collectively, the "Parties").

### WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Restaurant License (ABRA-111709), for a business establishment, Vintage78 ("Establishment"), located at 2100 P Street NW Washington, D.C. ("Premises");

WHEREAS, Protestants are Advisory Neighborhood Commission 2B, the Dupont Circle Citizens Association, and a group of four individuals represented by Robert Oaks, all of whom filed timely protests ("Protests") against the issuance of Applicant's license application pursuant to D.C. Official Code §§ 25-601(4), 601(3), and 601(2), respectively;

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

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 adverse impact of 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.*** Applicant will manage and operate a restaurant with an emphasis on food with a sidewalk cafe endorsement. Any change from this model shall be considered by the Parties to be a substantial change in the nature of the operation and of concern to residents and requires prior approval by the ABC Board.

3. ***Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages.*** Applicant's hours of operation and hours of sales, service, & consumption of alcoholic beverages for the interior premises shall be:

- Sunday through Thursday: 8:00am to 1:00am; and
- Friday and Saturday: 8:00am to 2:00am.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" Applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating and service hours (such as for Inauguration or World Cup) Applicant may avail itself of such extended hours for operation and hours of sales, service & consumption of alcoholic beverages; (c) on January 1 of each year Applicant may operate; and sell, serve, and permit the consumption of alcoholic beverages until 3:00am; (d) and on "Daylight Saving Time Extension of Hours" as designated by the ABC Board Applicant may operate; and sell, serve, and permit the consumption of alcoholic beverages for one additional hour later.

4. ***Floors Utilized and Occupancy.*** Applicant will operate its establishment only on the first floor of the building. Any expansion to an additional floor shall be considered a substantial change and be subject to the provisions of D.C. Official Code § 25-404. The Establishment will have no more than 100 seats and the maximum occupancy of the Establishment shall not exceed 162 patrons.
5. ***Sidewalk Café.*** Applicant plans to provide sidewalk café seating for 40 patrons. Protestants will not object to the 40 seat patron limit. The center portion of Applicant's sidewalk cafe is enclosed, and the remainder is unenclosed. Applicant will direct that its employees inspect the sidewalk cafe at least once each hour to ensure its cleanliness.

Hours of operations and hours of sales, service, and consumption of alcoholic beverages on the unenclosed portions of the sidewalk cafe shall be:

- Sunday through Thursday: 8:00am to 11:00pm; and
- Friday and Saturday: 8:00am to 12:00am.

Hours of operations and hours of sales, service, and consumption of alcoholic beverages on the enclosed portion of the sidewalk cafe shall be:

- Sunday through Thursday: 8:00am to 1:00am; and
- Friday and Saturday: 8:00am to 2:00am.

6. ***Noise and Privacy.*** Applicant will comply with D.C. Official Code § 25-725 and to that end shall make reasonable architectural improvements to the property and take

reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential properties. Applicant will provide the current telephone contact information for the Maziar Farivar, Shahab Farivar, and the Establishment as well as the email addresses for the Establishment's managers so that the Protestants contact the manager on duty or owners should a noise-related incident arise.

The Applicant is not requesting an Entertainment Endorsement. If such an endorsement is sought in the future, it will be considered a substantial change and be subject to the provisions of D.C. Official Code § 25-404.

7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), and alley clean and free of litter, bottles, 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 agrees to obtain a dumpster to be placed in the rear of the building. 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.*** Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***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 licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
10. ***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 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: P St Hospitality LLC  
2100 P Street, NW  
Washington, DC 20037  
Attn: Maziar Farivar, Managing Member  
Phone: (202) 270-8602  
Email: maziar@peacockcafe.com

If to Protestants: Advisory Neighborhood Commission 2B  
9 Dupont Circle, NW  
Washington, DC 20036  
Attn: Chair  
Phone: (360) 200-8978  
Email: 2B02.ANC@dc.gov

and

Dupont Circle Citizens Association  
9 Dupont Circle, NW  
Washington, DC 20036  
Attn: President  
Email: [president@dupont-circle.org](mailto:president@dupont-circle.org)

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.

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

*[signatures on next page]*

**PROTESTANTS:**

Advisory Neighborhood Commission 2B

*Kari Cunningham, Vice-Chair*  
By: *Daniel Warwick, Chair*  
Daniel Warwick, Chair

Dupont Circle Citizens Association

By: \_\_\_\_\_  
Robin Diener, President

Group of Four Individuals

By: *Robert Oaks*  
Robert Oaks, Designated Representative

**APPLICANT:**

P St Hospitality LLC

By: *Maziar Farjvar*  
Maziar Farjvar, Managing Member



**PROTESTANTS:**

Advisory Neighborhood Commission 2B

*Kari Cunningham, Vice-Chair*

By: *Dan Warwick, Chair*  
Daniel Warwick, Chair

Dupont Circle Citizens Association

By: *Robin Diener*  
Robin Diener, President

Group of Four Individuals

By: \_\_\_\_\_  
Robert Oaks, Designated Representative

**APPLICANT:**

P St Hospitality LLC

By: \_\_\_\_\_  
Maziar Farivar, Managing Member