

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

In the Matter of:

Annabelle, LLC
t/a Annabelle

Applications for Substantial Change
(Increase Occupancy and Change Hours)
to Retailer's Class CR License

at premises
2130 Florida Avenue, NW
Washington, D.C. 20008

Case Nos.: 19-PRO-00150
19-PRO-00151
License No.: ABRA-111740
Order No.: 2019-924

Annabelle, LLC, t/a Annabelle, Applicant

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

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

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

The Applications filed by Annabelle, LLC, t/a Annabelle (Applicant), for a Substantial Change to increase its occupancy and change its hours to its Retailer's Class CR 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 10, 2019, that governs the operations 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 Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B against the Applications.

Accordingly, it is this 16th day of May, 2018, **ORDERED** that:

1. The Application filed by KHP IV DC TRS, LLC, t/a The Darcy Hotel, for a Substantial Change to increase its occupancy to its Retailer's Class CT License, located at 1515 Rhode Island Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B in this matter are hereby **WITHDRAWN**;
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, except for the following modifications:

Section 6 (Summer Garden) – The language “sidewalk café or” shall be removed.

Section 10 (Notice and Opportunity to Cure) – The language “for seeking a Show Cause Order from” shall be replaced for the language “for filing a complaint with.”

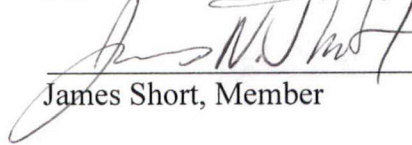
The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage Control Board

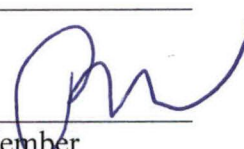


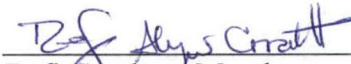
Donovan Anderson, Chairperson



James Short, Member

Bobby Cato, Member



Rema Wahabzadah, Member

Rafi Crockett, 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 10th day of December, 2019 by and between Annabelle, LLC t/a Annabelle License #111470 (“Applicant”), and Advisory Neighborhood Commission 2B (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR, License Number 111470, for a business establishment (“Establishment”) located at 2130 Florida Ave NW, Washington, D.C. (“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, Advisory Neighborhood Commission 2D is across the street, within 600 feet, of the establishment and will be offered the opportunity to be a signatory to this agreement for a period of up to three months from the execution of this agreement.

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

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 (i) adverse impact on the peace, order, and quiet of the neighborhood (ii) impact of residential parking, 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 restaurant.
3. ***Hours of Operation and Sales.*** The Applicant’s permissible hours of operation shall be as follows:

Sunday 10 a.m. – 2 a.m.,
Monday through Thursday 10 a.m. – 2 a.m.,
Friday and Saturday 10 a.m. – 2 a.m.,

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

Sunday 10 a.m. – 2 a.m.,

Monday through Thursday 10 a.m. – 2 a.m.,

Friday and Saturday 10 a.m. – 2 a.m.,

4. Floors Utilized and Occupancy. The Applicant will operate its establishment on the first and second floor(s) of the building. The Establishment will have no more than 144 seats and the maximum occupancy of the Establishment shall not exceed 144 patrons.

5. Parking/Valet Arrangements. It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall advertise the availability of valet parking on its website as well as on a valet sign at the entrance to the Establishment. Where valet parking is advertised, the applicant shall also advertise the close proximity to the Dupont Circle metro station. The Applicant will take reasonable steps to ensure that no vehicles are parked in the rear of the Establishment such that vehicles are on the abutting property.

6. Summer Garden. The applicant plans for a sidewalk café or summer garden. Should a summer garden be requested, the Protestant shall accept a summer garden of up to twenty four seats provided the hours of operation and sale on the summer garden is as follows:

Sunday 10 a.m. – 11 p.m.,

Monday through Thursday 10 a.m. – 11 p.m.,

Friday and Saturday 10 a.m. – 12 a.m.,

7. 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 agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

8. 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, 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. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall use commercially reasonable efforts to 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.

9. Rats and Vermin Control. The 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.

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 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 seeking a Show Cause Order from 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:

Contact information for both the Establishment and the Protestants should be inserted into this area.

If to Applicant: Annabelle
 2130 Florida Ave NW
 Washington, DC
 Email: bajaja@msn.com

If to Protestants: ANC 2B
 9 Dupont Circle NW
 Washington, DC 20036
 Attn: Chair
 Email: 2b@anc.dc.gov

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.

14. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protests filed in 19-PRO-00150 and 19-PRO-00151.

PROTESTANT:

ANC or other Protesting Organization

Daniel Warwick

By: Printed Name

Daniel Warwick

Signature

APPLICANT:

Ashok Bajaj

By: Printed Name

A. Bajaj

Signature