

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

**In the Matter of:** )

Tokyo Bar Dupont, LLC )  
t/a Tokyo Pearl )

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

at premises )  
1301 Connecticut Avenue, NW )  
Washington, D.C. 20036 )

Case No.: 19-PRO-00009  
License No.: ABRA-112100  
Order No.: 2019-219

Tokyo Bar Dupont, LLC, t/a Tokyo Pearl (Applicant)

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

Glenn M. Engelmann, on behalf of Dupont Circle Citizens Association (DCCA)

Michael Blair, 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

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

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The Application filed by Tokyo Bar Dupont, LLC, t/a Tokyo Pearl (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 19, 2019, and a Protest Status Hearing on March 20, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and DCCA have entered into a Settlement Agreement (Agreement), dated April 9, 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, on behalf of ANC 2B; and Glenn M. Engelmann, on behalf of DCCA; are signatories to the Agreement.


This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and DCCA.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 24th day of April, 2019, **ORDERED** that:

1. The Application filed by Tokyo Bar Dupont, LLC, t/a Tokyo Pearl, for a new Retailer's Class CT License, located at 1301 Connecticut Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and DCCA 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;
4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 2B, DCCA, and Michael Blair, on behalf of the Group of Five or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board

  
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Donovan Anderson, Chairperson

  
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Nick Alberti, Member

  
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Mike Silverstein, Member

  
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James Short, Member

  
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Bobby Cato, Member

  
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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).

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 9th day of April, 2019, among Tokyo Bar Dupont, LLC t/a Tokyo Pearl, ABRA License #112100 ("Applicant"), and Advisory Neighborhood Commission 2B and Dupont Circle Citizens Association ("DCCA") (together the "Protestants"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Tavern License #112100 with entertainment, dancing and cover charge endorsements and a sidewalk café ("License Application") for a business establishment ("Establishment") located at 1301 Connecticut Avenue, NW, Washington, D.C. ("Premises") and such License Application is now pending before the Alcoholic Beverage Control Board ("ABC Board") as ABRA Protest Case No. 19-PRO-00009;

WHEREAS, the Premises of the Applicant's tavern Establishment are within the boundaries of ANC 2B and DCCA and located diagonally across 18th Street, NW from the Palladium Condominium (located at 1325 18th Street, NW) where the Group of 6 or More residents reside, and the Protestants voted to and/or filed timely to protest the License Application;

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) peace, order, and quiet of the neighborhood and (ii) 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 Retailer's Class "C" Tavern. 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. **Interior Hours of Operation: Hours of Sales, Service, and Consumption of Alcoholic Beverages; and Entertainment Endorsement.** Applicant's interior Hours of Operation, Hours of Sales, Service, and Consumption of Alcoholic Beverages; and Entertainment Endorsement shall be:

Hours of Operation: Applicant may operate the interior for 24 hours/day.

Hours of Alcoholic Beverage Sales, Service and Consumption

Sunday: 10 a.m. – 2 a.m.,  
Monday through Thursday: 8 a.m. – 2 a.m.  
Friday and Saturday: 8 a.m. – 3 a.m.

#### Hours of Live Entertainment

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

Applicant agrees that it will at all times maintain control over the front door and will at all times maintain control over the admission of patrons.

**4. Seating and Capacity.** Applicant agrees to comply with the capacity listed on the certificate of occupancy.

**5. Cover Charges:** Applicant shall use best efforts to collect cover charges on-line rather than at the entrance at 1301 Connecticut Avenue. Applicant shall not charge patrons cover charges at any entrance/exit to the Sidewalk Café on 18th Street and shall discourage patrons from entering the Establishment via the Sidewalk Café. To prevent queuing of patrons in front of the sidewalk café on 18th Street, the Applicant agrees to use its best efforts to actively prevent queuing along the Sidewalk Café Area by checking identification of its patrons and any queuing of patrons only on the Connecticut Avenue side of the Establishment. The Applicant also agrees not to set up stanchions on the 18th street sidewalk beyond the Outdoor Seating Area.

**6. Sidewalk Café.** The Sidewalk Café capacity shall not exceed 43 seats. Prior to opening for business, Applicant agrees to use various means to mitigate noise, including plants along the sidewalk side of the café, shrubbery, and/or fencing/railing. In addition, Applicant intends to have an awning installed over the sidewalk café area within six (6) months of approval of this Agreement by the Board and will work diligently towards that end, provided that no regulation or DC law prevents it. Applicant understands neighborhood concerns about noise and will use alternative noise barriers prior to the installation of the awning. To address neighborhood health concerns about second-hand smoke from the Applicant's proposal to allow its patrons to smoke hookahs in Sidewalk Café Area, Applicant agrees to install, operate (whenever its patrons are smoking) and maintain mechanical smoke suction devices, air purifiers, or fans. In addition, Applicant agrees that employees or security personnel shall take reasonable steps to monitor the Sidewalk Café Area to ensure that patrons are not loitering or engaging in activity that would constitute disturbing the peace under DC Code, 22-1301 et seq. Applicant will also direct that its employees inspect the Sidewalk Café Area (when in use) on 18<sup>th</sup> Street at least once each hour to ensure its cleanliness. Except in an emergency, such as a fire, Applicant agrees that no patrons will enter or exit the Sidewalk Café from 18<sup>th</sup> Street after 10:30 pm. At the end of service every night, the Sidewalk Café chairs shall be cleaned, stacked or chained, and secured as to inhibit use of the furniture after hours.

The Hours of Operation and Alcoholic Beverage Sales, Service, and Consumption in the Sidewalk Café shall not exceed:

Sunday through Thursday: 10 a.m. – 11:00 p.m.  
Friday and Saturday: 10 a.m. – 12:00 a.m.

The Applicant may reapply for longer hours to ABRA one (1) year from the first day of operations of the sidewalk cafe. Nothing in this agreement shall prevent the Applicant from applying for a substantial change directly to ABRA. The parties agree that a change in the sidewalk cafe hours is of great concern to the community.

**7. No music on the Sidewalk Cafe Area.** There shall be no entertainment performed or recorded music played in or on the Sidewalk Cafe Area at any time. Applicant shall not install speakers in the Sidewalk Cafe Area.

**8. Lighting and Signage on 18th Street.** Lighting on 18th Street side of the Establishment shall be the minimum required for safety and should be sited so as not to beam onto the Palladium Condominium building. There shall be no prominent flashing lights emitted from the Establishment onto 18th Street.

**9. Lighting for the Outdoor Seating Area.** Any lighting used in the Sidewalk Cafe Area shall not be directed towards the Palladium Condominium building.

**10. Public Space and Trash.** Deliveries and trash pick-up shall be made on Connecticut Avenue. Applicant shall keep the sidewalk (up to and including the 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. Applicant agrees to work with the appropriate agencies to address and resolve any neighborhood concerns about the storage of trash.

**11. Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties on 18<sup>th</sup> Street, NW. Applicant agrees to take reasonable steps to keep its doors and windows closed, except for ingress and egress, when live or recorded music is being played inside the Establishment. The Applicant understands that noise from late-night establishments after 10:30 pm in the neighborhood is of significant concern to the neighbors and the Protestants. Applicant will ensure that all of its servers and bartenders are TIPS trained/certified either before hiring or within ninety (90) days of commencing employment to address concerns about patrons being overserved. The Applicant will post signs near the exit doors or on its website to encourage its patrons not to disturb the adjacent residential neighborhood on 18th Street. In addition, Applicant agrees that after 10:30 pm all patrons will enter or exit the Establishment only through the door on Connecticut Avenue, NW.

**12. 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 request of the Protestants. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.

**13. 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. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

**14. Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, the party in breach shall be entitled to reasonable written 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 15 days of the delivery date of such notice. If Applicant or the licensee fails to cure within the 15-day period (or, with respect to a breach which reasonably requires more than 15-days to cure, fails to commence cure of such breach within 30 days and to diligently pursue such cure) failure shall constitute a cause for filing a complaint to the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or emailed, or hand-delivered, or sent by overnight courier (e.g., FedEx or similar overnight service) to the other parties to this Agreement at the following addresses:

If to Applicant: Tokyo Bar Dupont, LLC  
1301 Connecticut Avenue, NW  
Washington, DC 20036  
Attn: Stephanos Andreou  
Email: andreoustephanos@gmail.com

If to Protestants: Advisory Neighborhood Commission 2B  
9 Dupont Circle, NW  
Washington, DC 20036  
Attn: Daniel Warwick, Chair  
Email: 2B02@anc.dc.gov

and

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

Notice shall be deemed given (delivered) as of the time of receipt or refusal of receipt. 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.

**15. Consideration.** Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage its employees and patrons leaving the Establishment to keep conversation and noise down. The Applicant agrees to work in good faith with the neighborhood and Protestants to resolve any problems. For matters requiring communication, the contact information for Tokyo Bar Dupont, LLC will be Stephanos Andreou,

phone: 202-446-8803, email: andeoustephanos@gmail.com. If this contact should change, the Applicant will immediately inform the Protestants.

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

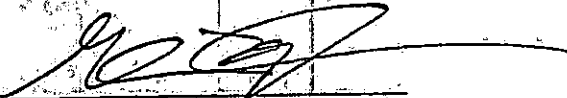
**PROTESTANTS**

Advisory Neighborhood Commission 2B



By: Daniel Warwick, Chair  
ANC 2B02

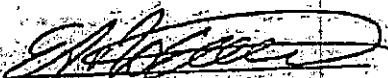
Dupont Circle Citizens Association



By: Glenn Engelmann  
Its: 1<sup>st</sup> Vice President

**APPLICANT**

Tokyo Bar Dupont, LLC t/a Tokyo Pearl



By: Stéphanos Andreou  
Its: Managing Member