

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
1327 Connecticut, LLC)
t/a The Manor/Phantom)
)
Holder of a)
Retailer’s Class CT License)
)
at premises)
1327 Connecticut Avenue, NW)
Washington, D.C. 20036)
_____)

License No.: ABRA-099536
Order No.: 2023-517

1327 Connecticut, LLC, t/a The Manor/Phantom, Licensee

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that 1327 Connecticut, LLC, t/a The Manor/Phantom (Licensee), and ANC 2B entered into a Settlement Agreement (Agreement), dated March 3, 2020, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and ANC 2B, are signatories to the Agreement. The Licensee and Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 18th day of October 2023, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 8 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43c06b29d5f0e4e7300361d8e28

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5476e373782d6e6e8d1b3326d2246e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2b5d3fca4fba148d714e75bd7917d20c1

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172201c2206447491b5c8e2a41802

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f1f9f0040ec14adeb52541ce5

Edward S. Grandis, 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 AMENDED AND RESTATED VOLUNTARY SETTLEMENT AGREEMENT ("Agreement") is made on this 3rd day of March, 2020 by and between 1327 Connecticut, LLC t/a Manor/ Phantom, License #099536 ("Applicant"), located at 1327 Connecticut Ave, NW, Washington, D.C. and the ANC2B ("Protestant"), (collectively, the "Parties"), AND SUPPLEMENTS AND REPLACES ALL PRIOR Agreements effecting the licensed premises.

WITNESSETH

WHEREAS, Applicant has previously applied for a License Class "C" Tavern, License Number 099536, for a business establishment ("Establishment") located at 1327 Connecticut Avenue NW, Washington, D.C. ("Premises"), which license was approved;

WHEREAS, Advisory Neighborhood Commission 2B had previously 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 had agreed to and entered into a Voluntary Agreement and requested 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 agreement was approved by ABRA as set forth in **ABRA Order 2016-018** and the Parties are now desirous of Amending the Voluntary Agreement to delete paragraph 9 of the agreement which prohibited Bar Crawls so as to now allow the licensee to participate in Bar Crawls.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree that the this Voluntary Agreement shall Amend and replace the prior Voluntary Agreement 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, 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 Thursday 8:00 a.m. – 2:00 a.m.,
Friday and Saturday 8:00 a.m. – 3:00 a.m.

The Applicant's hours for alcoholic beverage sales, service, and consumption shall be as follows:

Sunday 10:00 a.m. – 2:00 a.m.
Monday through Thursday, 8:00am to 2:00am
Friday through Saturday 8:00am to 3:00am

The Applicant's hours of live entertainment inside premises shall be as follows:

Sunday 10:00a.m. – 2:00a.m.
Monday through Thursday 6:00pm to 2:00a.m.
Friday through Saturday 6:00p.m. to 3:00a.m.

4. **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. Measures to ensure compliance include but are not limited to:
- i. If the music can be heard outside of the premises, applicant shall keep its doors and windows closed, except when persons are in the act of using the door for ingress or egress from the premises.
 - ii. Applicant agrees not to place outside any loudspeaker or other similar noise emitting device.
 - iii. Applicant agrees to incorporate sound controls on sound systems to ensure that sound levels are at or below the legally allowable level.
 - iv. Applicant will promptly lower amplified sound levels when it is objectively determined that sound levels are too high. Applicant will be on notice that sound levels are too high if any of the following situations occurs:
 - a. Music can be heard 50 feet from the establishment;
 - b. Music can be heard inside residences.
 - v. Applicant will provide the ANC and local residents with the name and phone number of a general manager or other party responsible for compliance with this Agreement. If contacted, this person will immediately determine whether sound levels are too high and if so, to promptly lower sound levels to comply with this Agreement. The Applicant will have 24 hours to respond to any noise complaints and up to thirty (30) days to cure sound level problems to ensure ongoing compliance with this Agreement.
 - vi.
5. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree boxes, curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. At the end of business operations, all trash and recyclable materials shall be placed in commercial grade garbage bags, tied and disposed of in large containers which are then placed outside at the designated drop off area for curbside pickup. The designated area for curbside pickup is

located directly in front of the establishment on Connecticut Avenue and shall be collected on a daily basis through a private commercial waste management company. Immediately after trash is collected, the containers are to be placed back inside the establishment for storage. Applicant shall ensure that the area where trash collection occurs is kept clean at all times and the large containers do not encroach on the abutting property owners and garbage is not placed on the abutting property.

6. ***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 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.
7. ***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 necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant agrees to have a security plan on file with ABRA. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
8. ***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. Applicant also specifically agrees to be the sole owner of the ABC license.
9. ***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:

If to Applicant:

1327 Connecticut Avenue NW LLC
Washington, DC
Attn: Mehdi Ben Khayat, Manager
(703) 869-9195

If to Protestants:

Advisory Neighborhood Commission 2B
9 Dupont Circle NW
Washington, DC 20036
Attn: Daniel Warwick, Chair
Email: 2b02@anc.dc.gov
(360) 200-8978

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.

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

PROTESTANT:

Advisory Neighborhood Commission 2B

Meg Roggensack

By: Printed Name



Signature

~~Daniel Warwick~~, Chair

Meg Roggensack

APPLICANT:

1327 Connecticut Ave LLC
t/a Manor / Phantom

By: Printed Name

EL MEHDI BENKHAYAT



Signature

Mehdi Ben Khayat, Manager