

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

In the Matter of:)
)
)
 NERO 1207, Inc.)
 t/a Nero)
)
 Applicant for a New)
 Retailer’s Class CT License)
)
 at premises)
 1207 19th Street, NW)
 Washington, D.C. 20036)
)

Case No.: 24-PRO-00073
License No.: ABRA-128597
Order No.: 2024-491

NERO 1207, Inc., t/a Nero, Applicant

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

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

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

The Application filed by NERO 1207, Inc., t/a Nero (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 July 2, 2024, 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 Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B of this Application.

Accordingly, it is this 10th day of July 2024, **ORDERED** that:

1. The Application filed by NERO 1207, Inc., t/a Nero, for a New Retailer's Class CT License, located at 1207 19th 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 The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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) – First sentence shall be modified to read as follows: “The Applicant has applied to operate and manage a tavern pursuant to the regulations and conditions specified herein.”

Subsection 3(e) (General Conditions) – This Subsection shall be removed.

Subsection 3(h) (General Conditions) – This Subsection shall be modified to read as follows: “The Establishment shall not offer or allow its entertainers or agents to engage in nude dancing or nudity as defined in Title 25 of the D.C. Official Code.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 54f7a9373f920de6ac8e1b332d22949e

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 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 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).

ABCA Settlement Agreement

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 2nd day of July, 2024, by and between Nero 1207, Inc. t/a Nero, License #ABRA-128597 (“Applicant”), and Advisory Neighborhood Commission 2B (“ANC2B”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, the Establishment has applied for a License Class C Tavern License Number ABRA-128597, for a business establishment (“Establishment”) located at 1207 19th Street NW, Washington, D.C. (“Premises”);

WHEREAS, Protestant Advisory Neighborhood Commission 2B (“ANC 2B”), who filed a timely protest (the “Protest”) against the Issuance of the Establishment’s license request 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 and Cannabis Board (“ABC Board”) approve the Establishment’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 adverse effects upon peace, order, and quiet, 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 shall operate and manage a tavern pursuant to regulations and conditions specified herein. Seeking to alter operation or revise this Agreement is of great concern to residents and shall be subject to review and approval by the ABC Board.
3. ***General Conditions.***
 - a. The Establishment shall have an ABCA-certified manager on its premises at all times during operating hours, including for private events.
 - b. During private events, the Establishment shall utilize its own staff to serve alcoholic beverages and not permit any outside individual who has not completed ABCA-recognized alcohol awareness or alcohol safety training to serve alcohol.
 - c. The Establishment shall be permitted to participate in ABCA-permitted Pub Crawls.
 - d. The Establishment shall be permitted to participate in ABCA’s Extended Holiday Hours Program.
 - e. The Establishment shall not operate as a nightclub.
 - f. The Establishment shall not offer or allow VIP table service.

Settlement Agreement

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- g. The Establishment shall not offer or allow VIP bottle service.
- h. The Establishment shall not offer or allow provocative sexually-oriented entertainment or activity.
- i. The Establishment shall not hire or otherwise allow a promoter or other third party to operate at the establishment and permit that person to maintain control over the premises by allowing them to
 - i. Collect admission fees or money from patrons at the premises or in the sidewalk area immediately outside the premises;
 - ii. Check identifications or perform body and item searches;
 - iii. Distribute wristbands or stamps to patrons to determine their age; or
 - iv. Provide alcoholic beverages to customers.

Nothing in this condition shall prevent a third party from engaging in the promotion of events at the establishment through social media, text message, and other media outlets (e.g., radio, television, newspaper, email, flyers, etc.)

- j. The Establishment shall operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law.
4. ***Hours of Operation and Sales.*** The Applicant’s permitted hours of operation shall be:

Inside operation:

Sunday through Thursday – 8:00 AM – 2:00 AM

Friday and Saturday – 8:00 AM – 3:00 AM

Inside alcohol sales, service, and consumption:

Sunday – 10:00AM – 2:00 AM

Monday through Thursday – 11:00 AM – 2:00 AM

Friday – 11:00 AM – 3:00 AM

Saturday – 10:00 AM – 3:00 AM

Alcoholic beverage carryout and delivery service:

Daily, Commencement of Inside Alcohol Sales – 1:00 AM

The Establishment shall announce “Last Call” not later than 20 minutes prior to closing. Patrons may continue to consume alcoholic beverages purchased at or before Last Call until the end of operations.

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All patrons shall exit the Premises by the closing time.

The Establishment, with valid Entertainment Endorsement, shall be permitted to offer indoor entertainment and dancing, during the following hours:

Sunday through Thursday – 12:00 Noon – 2:00 AM

Friday and Saturday – 12:00 Noon – 3:00 AM

The Establishment shall be permitted to participate in ABCA's Holiday Extended Hours program allowing its interior serving hours until 4:00 AM, and inside entertainment hours until 3:00 AM, New Year's Eve into New Year's Day; interior serving hours until 4:00 AM with 24-hour operation allowed in conjunction with select District government and federal holidays. Hours of alcohol service are automatically extended during daylight saving changes

Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia, the Establishment shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events, without the need to submit a One Day Substantial Change Application.

5. **Outdoor Seating.** The Establishment, with valid endorsement and applicable Public Space permit, shall be permitted to operate a sidewalk café with seating for 45 patrons.

Outside Operation:

Sunday through Saturday – 8:00 AM – 1:00 AM

Outside alcohol sales, service, and consumption:

Sunday – 10:00 AM – 1:00 AM

Monday through Friday – 11:00 AM – 1:00 AM

Saturday – 10:00 AM – 1:00 AM

Patrons shall depart the outside area not later than the end of its service hours.

Live performances, other forms of entertainment, shall only be allowed in the outside area as permitted by the Entertainment Endorsement.

The Establishment shall check at least once per hour to ensure cleanliness.

The Establishment shall not drill into, or permanently affix anything to, the sidewalk except as may be authorized by permit issued by a District government agency.

6. **Parking/Valet Arrangements.** The Establishment and any party or event utilizing the Premises, shall not offer or provide valet parking service.
7. **Noise and Privacy.** The Establishment shall at all times comply with D.C. Official Code § 25-725.

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- a. The Establishment shall require its purveyors and suppliers make deliveries only between the hours of 7:00 AM and 6:00 PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.
8. **Public Space, Trash, and Litter.** The Establishment shall keep its public space and the sidewalk contiguous with its property (up to and including the curb), tree box(es), curb, adjoining alley or driveway entrances clean and free of litter, bottles, and other debris in compliance with District law.
 - a. The Establishment shall have the area around the Premises properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.
 - b. The Establishment shall have graffiti, tagging or other defacement of its premises remedied as promptly as possible.
 - c. All refuse shall be placed in sufficiently durable and securely closed plastic garbage bags before placing into a trash container or dumpster. Recycling must be clean and placed in appropriate collection container. Garbage and recycling containers, dumpsters, shall not overflow and shall be kept securely closed at all times.
 - d. The Establishment shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, chewed through or reached the end of their useful life.
 - e. Trash and recycling pick up shall not occur earlier than 7:00 AM on weekdays, 9:00 AM on Saturdays, or 11:00 AM on Sundays; or after 5:00 PM on any day.
 - f. Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring property.
 - g. The Establishment shall have the sidewalk in front of its property (up to and including the curb) cleared of snow and ice in accordance with District of Columbia law.
9. **Rats and Vermin Control.** The Applicant shall maintain a professional rat and vermin control contract for its property, and provide proof of current contract upon request of the ABC Board or ABCA official.

In addition to the trash management requirements of this Agreement, the Establishment shall employ reasonable and common sense measures to lessen the appeal of the Premises and public space to rodents and other vermin.
10. **Security and Safety.** Establishment shall take all necessary measures to ensure its operation does not adversely affect the peace, order, quiet, and safety of its neighbors and the neighborhood.
 - a. Establishment shall immediately call 911 or notify an MPD officer of observed fighting or violent activity in or around the Establishment and regardless of patrons being involved.

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- b. Establishment shall maintain a log of incidents noted by staff or reported by patrons, regardless of whether police were summoned.
- c. Establishment shall cooperate with MPD and other enforcement officials, including sequestering and preserving the scene of any incident.

11. ***License Ownership and Compliance with ABCA Regulations.*** The Establishment shall abide by all Alcoholic Beverage & Cannabis Administration (ABCA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.

- a. The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of, the Agreement.

12. ***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 a 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 the Establishment 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 may be delivered by email; mailed via certified mail, return receipt requested; 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.

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Nero 1207, Inc. t/a Nero (ABRA-128597)
July 2nd, 2024 • Page 6 of 6

Contact information for the Parties to This Agreement.

If to the Establishment:

Raj Ravada
% NERO
1207 19th ST NW
Washington DC 20036
E-mail: raj@nerowashdc.com
phone: (310) 927-7577

If to ANC 2B:

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

Signatures

ESTABLISHMENT:	ANC 2B:
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Nero 1207 INC
By: Vikram Bhalla, Director

By: Meg Roggensack

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Vikram Bhalla 7/2/2024
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DocuSigned by:
Meg Roggensack 7/2/2024
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Signature of Licensee or
Legal Representative

Signature