

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

In the Matter of:)	
)	
1825 18th Hospitality, LLC)	
t/a Bar Charley)	
)	
Application for Substantial Change)	
(Change of Hours))	Case No. 13-PRO-00137
to a Retailer's Class CR License)	License No. ABRA-092461
)	Order No. 2014-117
at premises)	
1825 18th Street, N.W.)	
Washington, D.C. 20009)	

1825 18th Hospitality, LLC, t/a Bar Charley (Applicant)

Will Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Ramon Estrada, on behalf of Dupont Circle Citizens Association (DCCA)

Nell Payne, on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF
PROTESTS OF ANC 2B, DCCA AND A GROUP OF FIVE OR MORE
INDIVIDUALS**

The Application filed by 1825 18th Hospitality, LLC, t/a Bar Charley, for a Substantial Change to change its hours of operation and sales, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 9, 2013, and a Protest Status Hearing on March 5, 2014, in accordance with D.C. Official Code § 25-601 (2001).

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The official records of the Board reflect that the Applicant, ANC 2B, DCCA, and the Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated March 12, 2014, 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; Chairperson Will Stephens, on behalf of ANC 2B; Ramon Estrada, on behalf of DCCA; and Nell Payne, on behalf of the Group of Five 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 Five or More Individuals of this Application.

Accordingly, it is this 2nd day of April, 2014, **ORDERED** that:

1. The Application filed by 1825 18th Hospitality, LLC, t/a Bar Charley, for a Substantial Change to change its hours of operation and sales, to its Retailer's Class CR License, located at 1825 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B, DCCA, and the Group of Five or More Individuals in this matter are hereby **DISMISSED**;
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 modification:

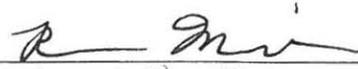
Section 9 (Conditions of Liquor License) – The following sentence shall be modified to read as follows: "If Applicant fails to correct any violations of the conditions of the License within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursue such cure), of written notification, such failure shall constitute grounds to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e)."

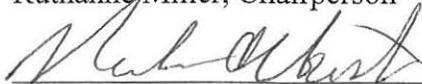
The parties have agreed to this modification.

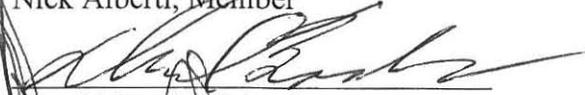
4. Copies of this Order shall be sent to the Applicant, ANC 2B, DCCA, and Nell Payne, on behalf of the Group of Five or More Individuals.

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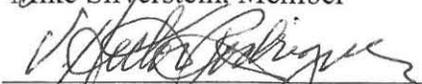

Ruthanne Miller, Chairperson

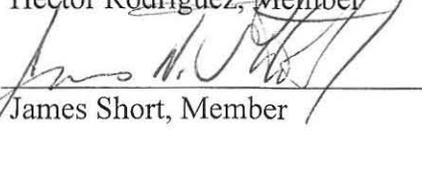

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

This Settlement Agreement made this 12th day of March, 2014, by and between 1825 18th Hospitality, LLC, t/a Bar Charley ("Applicant"), Advisory Neighborhood Commission ("ANC") 2B ("ANC 2B"), the Dupont Circle Citizen's Association ("DCCA") and Nell Payne, on behalf of a group of about one hundred (100) individual protestants ("Group of Protestants"). ANC 2B, DCCA and the Group of Protestants are sometimes hereinafter referred to collectively as "Protestants."

RECITALS

WHEREAS, Applicant is the holder of a Retailer's License Class CR ("License") for use at premises 1825 18th Street NW through the purchase of an existing restaurant at that premises which had Licensed hours of operation and hours of alcoholic beverage sales and consumption until 11 p.m. Sunday through Thursday and midnight Friday and Saturday;

WHEREAS, Applicant has applied to the District of Columbia Alcoholic Beverage Control Board (the "Board") for approval of hours of operation and hours of alcoholic beverage sales and consumption until 2:00 a.m. Sunday through Thursday and 3:00 a.m. Friday through Saturday;

WHEREAS, the Board has determined that the application for change in hours of operation comprises a substantial change in operation under Title 25 Section 404 of the DC Official Code;

WHEREAS, Applicant has requested no change to its existing entertainment endorsement or summer garden endorsement;

WHEREAS, the Applicant's stated goal for the establishment is to be known as a restaurant, focusing on food sales over liquor sales;

WHEREAS, the Protestants have concerns about the later hours of operation, later sale and consumption of alcoholic beverages and the potential for disturbing the peace and quiet of the neighborhood, creating litter and further exacerbating parking problems, and for those reasons have each protested the application; and

WHEREAS, the parties desire to enter into this Settlement Agreement to resolve the protest upon the grounds hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Hours of Operation, Sale and Consumption of Alcoholic Beverages. Applicant agrees to an opening time of 8:00 a.m. at the earliest and to the following Closing Hours and End-of-Operation Hours:

Sunday - Thursday: 12:30a.m. Closing Hour
Friday - Saturday: 1:30 a.m. Closing Hour

Sunday – Thursday: 1:00 a.m. End-of-Operation Hour
Friday - Saturday: 2:00 a.m. End-of-Operation Hour

Closing Hours shall be the hours that Applicant must close its doors to new patrons. End-of-Operation Hours shall be the hours by which all patrons must be out of the premises.

Applicant shall not advertise hours of operation beyond the Closing Hours listed above, and wherever hours are posted, shall list the Closing Hours as the time of closing. Provided, however, Applicant hereby reserves the right to close earlier than its Closing Hours and/or end its operations earlier than the End-of-Operation Hours, as Applicant determines in its sole and absolute discretion, and Applicant shall not be required to notify the Protestants of any such decrease in hours.

3. Restaurant Operations. Except for prearranged private parties or events, Applicant shall maintain tables in the restaurant and outside patio seating areas to facilitate the service of meals and other food to patrons and shall not remove tables to create a cocktail or lounge area in the main dining room or in the outside patio seating area. Applicant shall have table service only in the dining room or on the patio, with no standing service.
4. Patio Operations. In accordance with the existing summer garden endorsement, the hours of operation of the patio area shall be until 11:00 p.m. on Sunday through Thursday and 12:00 a.m. on Friday and Saturday. Applicant shall install Acoustiblok, or other sound mitigation material recommended by its sound engineer or consultant, on the fence which encloses the rear patio seating area. Applicant shall not install speakers or otherwise play music or other amplified sound outside the premises including in the outdoor patio seating area.
5. General Noise Mitigation. Applicant shall post a notice at or near the front door of its premises advising customers that they should be considerate of the neighborhood and its residents and keep the noise levels low after they leave the premises. In addition, Applicant shall not prop open the doors or windows during hours of operation except as required for service.
6. Focus on Restaurant. The Applicant shall offer a substantial food menu, including a variety of hot and cold dishes prepared on premises. Applicant shall make a good-faith effort to promote food offerings as conspicuously as liquor offerings. Applicant shall keep its kitchen open until at least 1 ½ hour before the End-of-Operation Hours. If Applicant decides on a Closing Hour earlier than set forth in paragraph 2, the interval between End-of-Operation Hour and kitchen closing shall be adjusted accordingly.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

PROTESTANTS:

Advisory Neighborhood Commission 2B

William J. Depton

Date Signed 3/12/2014

Dupont Circle Citizens Association

Ramon Estrada

Date Signed: 3/14/2014

Group of Protestants

Dee Payne

Date Signed: 3.12.14

APPLICANT:

1825 18th Hospitality, LLC t/a Bar Charley

By: Jackie Greenbaum

Print Name/Title: JACKIE GREENBAUM
MANAGING MEMBER

Date Signed: 3/11/14