

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

In the Matter of:)	
El Tamarindo Wisconsin, Inc.)	
t/a Casa Fiesta II)	
Holder of a)	License No. ABRA-024766
Retailer's Class CR License)	Order No. 2013-240
at premises)	
4910 Wisconsin Avenue, N.W.)	
Washington, D.C. 20016)	
)	

El Tamarindo Wisconsin, Inc., t/a Casa Fiesta II (Licensee)

Jonathan Bender, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
3E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that El Tamarindo Wisconsin, Inc., t/a Casa Fiesta II, (Licensee), and ANC 3E have entered into a Settlement Agreement (Agreement), dated May 9, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

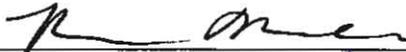
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Accordingly, it is this 22nd day of May, 2013, **ORDERED** that:

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; and
2. Copies of this Order shall be sent to the Licensee and ANC 3E.

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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



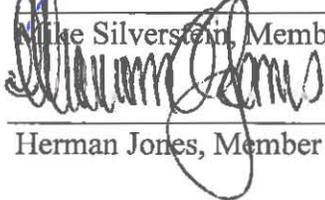
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of the 9 day of May, 2013, by El Tamarindo Wisconsin, doing business as Casa Fiesta II, the applicant in ABRA-024766 (“Casa Fiesta”), and Advisory Neighborhood Commission 3E (“ANC”) (Casa Fiesta and ANC 3E each being a “Party” hereunder or collectively, the “Parties”).

WITNESSETH:

WHEREAS the District of Columbia Alcoholic Beverage Administration (ABRA) notified the ANC that Casa Fiesta seeks to renew its Class C liquor license for the establishment it operates at 4910 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, the ANC notified the community about the proposed renewal, and a constituent contacted the ANC member whose district includes Casa Fiesta (“SMD Member”) to register a complaint about noise and disturbance associated with concerts Casa Fiesta holds; and

WHEREAS, the SMD Member met with the constituent and a Casa Fiesta representative, and the Parties agreed to certain restrictions that should substantially reduce the burden caused by entertainment at Casa Fiesta on nearby residents, and those restrictions are embodied in this Agreement, and

WHEREAS, ANC 3E agrees to support Casa Fiesta’s application in ABRA-024766 (“Application”), in reliance in part on Casa Fiesta’s agreement to the restrictions contained herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Limited Hours for Entertainment.** Casa Fiesta hereby agrees that it will strictly observe the provision in its license limiting entertainment to the hours between 9 and 11 pm.

2. **Limited Hours for Load Out; Disturbance Minimization.** Casa Fiesta will take such steps as are necessary to ensure (1) that any bands or other providers of entertainment (“Bands”) complete loading of their equipment in the alley behind Casa Fiesta (“Alley”) and vacate the Alley by 11:30 pm on evenings when Casa Fiesta offers entertainment; (2) that its patrons, and any individuals associated with the Bands, vacate the Alley by 11:30 pm; and, (3) that Bands and any individuals associated with them, including without limitation Casa Fiesta’s patrons, comport themselves in as quiet a manner as reasonably possible during the period they are permitted to be in the Alley. Without limiting anything else in this paragraph, Casa Fiesta shall be responsible to call the police if necessary to enforce the provisions in this paragraph. Casa Fiesta agrees to communicate the restrictions contained in this Agreement to Bands before they appear at Casa Fiesta, and not to permit Bands that do not comply with said restrictions to appear again at Casa Fiesta.

3. **Attendance at ANC Meetings; Modification.** Should the ANC receive additional complaints related to Casa Fiesta’s operations, one or more ANC members may ask Casa Fiesta to attend an ANC meeting. Should Casa Fiesta receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next practicable meeting) and works in good faith with the ANC and the community reasonably to

address such complaints.

Casa Fiesta may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Casa Fiesta to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

4. Miscellaneous Provisions.

ABRA Adoption: The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

Waiver: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

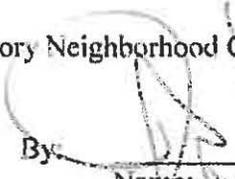
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.

CASA FIESTA LLC

By:


Name: Noia E. Alvarez
Title: manager

Advisory Neighborhood Commission 3E

By: 

Name: *Christina + Brandon*

Title: *Chair*