

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

In the Matter of:	)	
	)	
Jefferson Grill, Inc.	)	
t/a Macombo Lounge	)	
	)	
Application for Renewal of a	)	Case No. 13-PRO-00147
Retailer's Class CN License	)	License No. ABRA-000771
	)	Order No. 2014-109
at premises	)	
5335 Georgia Avenue, N.W.	)	
Washington, D.C. 20011	)	

Jefferson Grill, Inc., t/a Macombo Lounge (Applicant)

Nancy E. Roth, 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 PROTEST  
OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Jefferson Grill, Inc., t/a Macombo Lounge, for renewal of its Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 2, 2013, and a Protest Status Hearing on January 29, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and A Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated March 24, 2013, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and

**Jefferson Grill, Inc.**  
**t/a Macombo Lounge**  
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filed with the Board. The Applicant and Nancy E. Roth, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

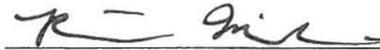
This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 28<sup>th</sup> day of March, 2014, **ORDERED** that:

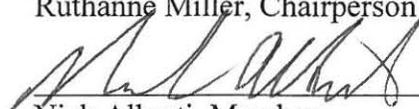
1. The Application filed by Jefferson Grill, Inc., t/a Macombo Lounge, for renewal of its Retailer's Class CN License, located at 5335 Georgia Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and Nancy E. Roth, on behalf of A Group of Five or More Individuals.

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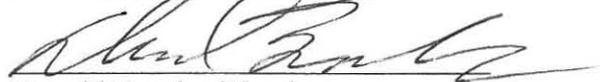
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member

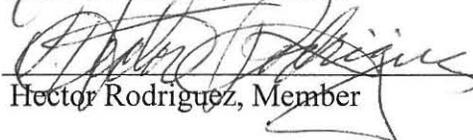


Donald Brooks, Member

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 14<sup>th</sup> 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).

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**SETTLEMENT AGREEMENT**

**This Settlement Agreement** ("Settlement Agreement") is made and entered into by and between the Jefferson Grill, Inc. t/a Macombo Lounge ("Applicant") and a group of five or more individual neighbors who have filed a protest to the renewal of the ABRA license of the Applicant as further described hereinbelow ("Protestants").

**WHEREAS**, the Applicant has filed an application for renewal of its Retail Class C Nightclub license (ABRA-000771) with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") issued for the premises located at 5335 Georgia Avenue, NW, Washington, D. C.;

**WHEREAS**, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiated agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the renewal of the ABC license and withdraw their protests provided that such agreement is incorporated into the Board's order renewing the license;

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties respectively hereto agree as follows:

1. Suppression of Noise, Rowdiness and Harassing Activities Outside the Establishment.

A. Applicant agrees that it shall take measures to reduce or limit noise from patrons exiting the Establishment, the harassment of patrons and the public outside the Establishment, and to limit or reduce the loitering of patrons and public outside the Establishment, by employing persons and agencies to monitor and patrol the exterior of the premises for excessive noise and/or offensive behavior.

B. Applicant will request that its employees and patrons be considerate of residents in the neighborhood by posting signs in the Establishment near the public exit door for them to keep conversations and noises at levels that will not cause a disturbance when departing the Establishment.

C. Applicant shall discourage loitering in front of the Establishment by requesting that its employees and patrons not loiter outside the front of the Establishment and by posing signs in the Establishment near the public exit door asking them to not loiter in front of the premises.

D. This paragraph is intended to protect the peace and quiet of the neighborhood.

2. Litter and Debris Removal. Applicant shall endeavor to keep its entire property, sidewalk, and front planter box area, clean and free of litter, bottles and other debris in compliance with District of Columbia Code and Municipal Regulations. Applicant shall take measures to ensure that these areas are cleaned each morning and Applicant shall police these areas sufficiently to ensure that refuse and other materials are promptly removed. Further, Applicant shall place appropriate containers outside the entrance of the Establishment for the disposal of smoking materials.

3. Distribution of Leaflets and Flyers. Applicant shall take reasonable measures to seek to prevent others from distributing leaflets and/or flyers outside the Establishment. The parties to this agreement recognize that Applicant is unable to control the activities of others who are not employees or agents of Applicant, and are limited in the actions that Applicant can take to compel others to refrain from exercising their rights such as First Amendment rights afforded by the United States Constitution and the District of Columbia Code.

4. Signage. Applicant shall investigate the cost and feasibility of replacing its current signage.

5. Informal Dispute Resolution. The parties agree that it is their respective best interests to mutually work together to resolve disputes, accordingly, in the event Protestants have a concern regarding the operation of the Establishment, prior to involving the ANC, ABRA, any District of Columbia agency or official, including but not limited to, law enforcement, or instituting proceedings under this Settlement Agreement, they shall first contact the Applicant or its counsel and meet and confer and negotiate in good faith to resolve said concern.

6. Withdrawal of Protest. Protestants agree to the renewal of the Applicant's license, the withdrawal of their protest, and the entry of an order allowing the renewal of Applicant's license, provided that this agreement is incorporated into the Board's order renewing the license.

7. Cure Provisions and Enforcement Before the ABC Board. In the event of an alleged violation by Applicant of this agreement, Applicant shall be given notice in writing by the representative of the Protestants alleging such violation and Applicant shall be given an opportunity to cure such violation within thirty (30) days thereafter before action against the Applicant on the basis of such violation may be taken, unless the violation is of such nature that immediate action is necessary, in which case the period for the opportunity of

Applicant to cure shall be reduced to a reasonable time commensurate with the violation, but not less than ten (10) days.

8. Notice. Notices to be given under this agreement shall be in writing and shall be either hand delivered or given by certified mail, return receipt requested, and addressed as follows:

To Applicant: Jefferson Grill, Inc. t/a Macombo Lounge  
5335 Georgia Avenue, NW  
Washington, D.C. 20011

To Protestants: Nancy E. Roth  
1104 Jefferson Street, NW  
Washington, D.C. 20011

9. Representative of Protestants. If any party executing this Settlement Agreement on behalf of the Protestants ceases to act as the representative of the Protestants at any time while this agreement is in effect, said person shall immediately notify the ABC Board and the other parties to this agreement in writing. Further, said notice shall designate another member of the Protestants as the group's representative and shall include that designee's mailing address.

10. Execution in Counterparts. This Settlement Agreement may be executed by the parties in one or more counterparts, with each signed counterpart being deemed an original.

**IN WITNESS WHEREOF**, the parties execute this Agreement as follows:

Applicant: Jefferson Grill, Inc. t/a Macombo Lounge  
5335 Georgia Avenue, NW  
Washington, D.C. 20011

Dated: 3/24/14

By: Michael A. Woodfolk  
Michael A. Woodfolk  
Managing Member



ABRA  
2014 MAR 24 P  
ALCOHOLIC BEVERAGE  
REGULATORY BOARD

Protestants:

"A Group of Five or More Individuals"

Dated:

By: Nancy E. Roth 24 March 2014  
Nancy E. Roth  
1104 Jefferson Street, NW  
Washington, D.C. 20011  
Representative