

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

\_\_\_\_\_ )  
**In the Matter of:** )  
 )  
MYIA, LLC )  
 )  
Applicant for a New )  
Retailer's Class CR )  
 )  
at premises )  
1419 Wisconsin Avenue, N.W. )  
Washington, D.C. 20007 )  
\_\_\_\_\_ )

Case No. 14-PRO-00066  
License No. ABRA-096102  
Order No. 2014-487

MYIA, LLC (Applicant)

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Pamela Moore, President, Citizens Association of Georgetown (CAG)

- 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 2E AND CAG**

The Application filed by MYIA, LLC for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 29, 2014, and a Protest Status Hearing on October 22, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E and CAG have entered into a Settlement Agreement (Agreement), dated November 14, 2014, that governs the operation of the Applicant's establishment.

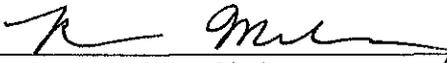
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Pamela Moore, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

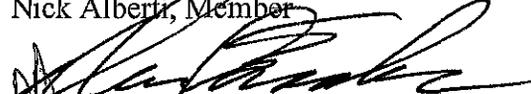
Accordingly, it is this 19<sup>th</sup> day of November, 2014, **ORDERED** that:

1. The Application filed by MYIA, LLC for a new Retailer's Class CR License, located at 1419 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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, ANC 2E and CAG.

District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

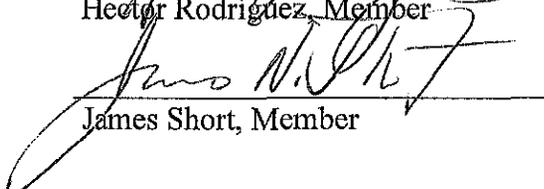
  
Nick Alberti, Member

  
Donald Brodsky, Member

  
Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 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, 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).

#96102

**ABC SETTLEMENT AGREEMENT**

**THIS ABC SETTLEMENT AGREEMENT** (the "Agreement") is made and entered into this 14<sup>th</sup> day of November 2014 by and among MYIA, LLC, ("Applicant"), Advisory Neighborhood Commission 2E ("ANC 2E"), and the Citizen's Association of Georgetown. ANC 2E and the Citizen's Association of Georgetown are hereinafter referred to collectively as the "Protestants."

**RECITALS**

WHEREAS, the Applicant has applied to the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a Class "CR" restaurant alcoholic beverage license as defined in D.C. Code § 25-101(43) for the property located at 1419 Wisconsin Avenue, N.W. in the Georgetown Historic District (the "Establishment");

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, CAG represents residents within Georgetown and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, the parties desire to enter into a Settlement Agreement commemorating certain understandings regarding the Applicant's operational plans for the Establishment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Music and Noise Mitigation. Noise from inside the Establishment shall not be audible beyond the boundaries of the property line per ABRA regulations at any hour.
3. Hours of Operation. The Applicant shall not exceed the following hours of operation for the Establishment:

Interior: Sunday –Thursday: 9 a.m. to 10:00 p.m.

Friday –Saturday: 9 a.m. to 11:00 p.m.

All patrons must vacate the Establishment by the closing times noted above.

4. Trash and Vermin. Applicant agrees to implement a trash management plan, which shall include contracting with a third party trash hauler, to eliminate, to the maximum extent possible, the attraction or harborage of rodents resulting from the accumulation of food and non-food rubbish generated from the Establishment. The Applicant shall use rodent-proof trash containers for all of the Establishment's food and non-food rubbish, and such containers shall not be stored or placed in areas that directly abut residential properties. The contract with the trash hauler shall conform to generally accepted trash industry standards to control rodent infestation and shall provide for the collection and removal of all food and non-food rubbish from the Establishment on a daily basis. Loading and unloading of the trash containers shall not occur after 11:00 p.m. or before 7:00 a.m. Applicant also shall engage a licensed and certified

pest controller to inspect the Establishment, on a monthly basis, and implement appropriate pest control measures.

5. Ventilation and Odors. Applicant shall make reasonable efforts to control the release of cooking and food odors outside of the Establishment, including the installation of commercial kitchen air filters and vents directed away from abutting properties. Exterior windows and doors of the Establishment shall remain closed during hours of operation to mitigate the release of odors.
6. Pizza Slices. Applicant shall not sell single slices of pizza to-go. Any single slices of pizza sold by Applicant shall not be sold on paper or disposable plates or in disposable containers.
7. Community Cooperation. The parties to this Agreement agree to work together to resolve matters of community concern relating to the Establishment. To this end, the parties agree that each will notify the other as soon as reasonably possible of any complaint about the Establishment and attempt a cooperative resolution of such complaint. Notwithstanding the foregoing, nothing herein shall preclude the ANC, CAG, or resident from contacting an ABRA enforcement official or the District of Columbia police to promptly report a complaint concerning the Establishment at any stage of the violation.
8. Compliance and Notices.
  - 8.1 Applicant shall provide a direct telephone number to the manager on duty to report any violations of this Agreement.
  - 8.2 Notices under this Agreement shall be in writing and mailed by certified mail (or similar service including FedEx or UPS), return receipt requested,

postage prepaid, hand delivery, or emailed to the other parties. Notice is to be given as follows:

**If to Applicant:**

Farivar Mottaghi  
MYIA, LLC  
1419 Wisconsin Avenue NW,  
Washington, DC 20007  
stevesolbiato@yahoo.com

**With a Copy to:**

Andrew J. Kline  
Veritas Licensing and Legislative Affairs  
1225 19<sup>th</sup> Street, NW, Suite 320  
Washington, DC 20036  
akline@veritaslla.com

**If to ANC 2E:**

ANC 2E  
Ron Lewis, Chairperson  
3265 S Street, NW  
Washington, DC 20007  
[Ron.Lewis@anc.dc.gov](mailto:Ron.Lewis@anc.dc.gov)

**If to Citizens Association of Georgetown:**

Citizens Association of Georgetown  
1365 Wisconsin Avenue NW  
Washington DC 20007

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.

10. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Construction. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPLICANT:  
MYIA, LLC

By: \_\_\_\_\_

  
Farivar Mottaghi

Date Signed: \_\_\_\_\_

11/14/14

PROTESTANTS:

ANC 2E:

By: \_\_\_\_\_

Ron Lewis, Chairperson, ANC 2E

Date Signed: \_\_\_\_\_

Citizens Associations of Georgetown

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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APPLICANT:  
MYIA, LLC

By: \_\_\_\_\_  
Farivar Mottaghi

Date Signed: \_\_\_\_\_

PROTESTANTS:

ANC 2E:

By: Ron Lewis  
Ron Lewis, Chairperson, ANC 2E

Date Signed: 11/13/2014

Citizens Associations of Georgetown

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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APPLICANT:  
MYIA, LLC

By: \_\_\_\_\_  
Farivar Mottaghi

Date Signed: \_\_\_\_\_

PROTESTANTS:

ANC 2E:

By: \_\_\_\_\_  
Ron Lewis, Chairperson, ANC 2E

Date Signed: \_\_\_\_\_

Citizens Associations of Georgetown

By: Kanaka H. Moore

Date Signed: 11-13-2014