

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

In the Matter of:)	
)	
Tryst Incorporated)	
t/a Tryst)	
)	
Holder of a)	License No. ABRA-025781
Retailer's Class CR License)	Order No. 2013-346
)	
at premises)	
2459 18 th Street, N.W.)	
Washington, D.C. 20009)	

Tryst Incorporated, t/a Tryst (Petitioner)

Denis James, President, on behalf of Kalorama Citizens Association (KCA)

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

**ORDER ON WITHDRAWAL OF PETITION TO TERMINATE
SETTLEMENT AGREEMENT AND AMENDMENT AND RESTATED
SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Tryst Incorporated, t/a Tryst, (Petitioner), entered into a Settlement Agreement with KCA on May 5, 1998, and it was amended on December 4, 2004 and November 29, 2005. On April 1, 2013, the Petitioner sought to terminate its Settlement Agreement, under D.C. Official Code § 25-446(d).

The official records of the Board reflect that the Petitioner and KCA have entered into an Amendment and Restated Settlement Agreement (Agreement) dated June 20, 2013 that governs the operation of the Petitioner's establishment. The Parties agreed that this Agreement replaces the original Agreement dated May 5, 1998 and its amendments.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner and Denis James, on behalf of KCA, are signatories to the Agreement.

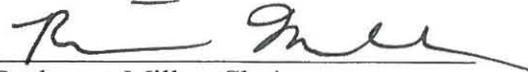
This Agreement constitutes a withdrawal of the Petitioner's Petition to Terminate Settlement Agreement.

Accordingly, it is this 17th day of July, 2013, **ORDERED** that:

1. The Petitioner's Petition to Terminate Settlement Agreement dated May 5, 1998 and its amendments is hereby **WITHDRAWN**;
2. The above-referenced Amendment and Restated Settlement Agreement submitted by the parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. This Agreement replaces the Settlement Agreement, dated May 5, 1998 and its amendments, between the parties; and
4. Copies of this Order shall be sent to the Petitioner and KCA.

Tryst Incorporated
t/a Tryst
License No. ABRA-025781
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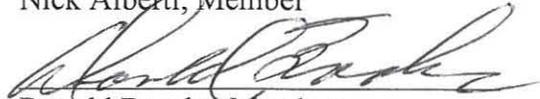
District of Columbia
Alcoholic Beverage Control Board



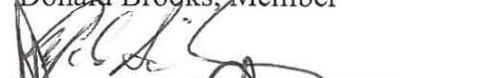
Ruthanne Miller, Chairperson



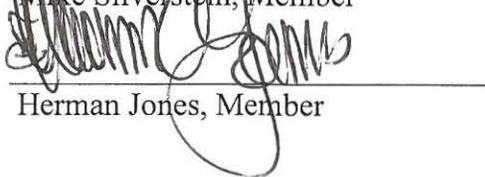
Nick Alberti, Member



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.

AMENDED AND RESTATED SETTLEMENT AGREEMENT

Made this 20th day of June, 2013, by and between Tryst, Inc. ("the Licensee") and the Kalorama Citizens Association ("KCA")

WITNESSETH

WHEREAS, the Licensee operates a restaurant business serving alcoholic beverages at 2459 18th Street, N.W., Washington, D.C. ("the Premises"); and,

WHEREAS, the parties entered into a May 5, 1998 Agreement governing certain aspects of the Licensee's operations; and,

WHEREAS, the parties amended their 1998 Agreement by means of Amendment to Agreement dated December 14, 2002; and,

WHEREAS, the parties again amended their 1998 Agreement by executing an Amendment to Voluntary Agreement, dated November 29, 2005 and executed December 1, 2005 (the 1998, 2002, and 2006 instruments being referred to hereafter collectively as "the Existing Voluntary Agreement"); and,

WHEREAS, the Licensee has petitioned the District of Columbia Alcoholic Beverage Control (ABC) Board to terminate the Existing Voluntary Agreement; and,

WHEREAS, in lieu of ABC Board adjudication of the Licensee's pending petition to terminate the Existing Voluntary Agreement the parties desire to enter into this superseding Settlement Agreement;

NOW, THEREFORE, in consideration of the premises above recited and the covenants and conditions provided below, the parties agree as follows:

1. Upon approval of this Settlement Agreement by the ABC Board, the Existing Voluntary Agreement shall be deemed superseded and replaced in its entirety by this Settlement Agreement.

2. KCA consents to establishment of a sidewalk café on the public space immediately adjacent to the front of the Premises, provided that all requisite governmental approvals are secured. Operation of said sidewalk café shall cease at 1:00 a.m. Sundays - Thursdays and 2:00 a.m. on Fridays and Saturdays. It is understood that no patrons shall remain on the sidewalk café beyond the above-specified hours for cessation of operation. Licensee shall secure the sidewalk café furniture after the above-specified hours in order to discourage loitering.

3. The Licensee may present live entertainment seven (7) days per week; provided, that if such entertainment is situated anywhere other than at the rear of the customer area of the Premises, the Licensee's front windows and door shall remain closed (except as required for normal customer access and egress through the door). During such times as the licensee's entertainment originates from the rear of the customer area of the Premises, the Licensee's front windows and door may remain open until 12:00 a.m. Sundays - Thursdays and 1:00 a.m. Fridays and Saturdays; provided, however, that when the volume level of the Licensee's entertainment is deemed likely by the Licensee to engender excessive noise levels on the public sidewalk adjacent to the Premises, the Licensee will close its front windows and doors at hours earlier than those specified in this paragraph.

4. The Licensee's hours of interior operation, including sale and consumption of alcoholic beverages, may extend from 6:30 a.m. daily to 2:00 a.m. on Sundays -

Thursdays and 3:00 a.m. on Fridays and Saturdays. It is understood that no alcoholic beverages are to be served or consumed prior to 8:00am daily. It is further understood that no patrons shall remain on the Premises at the hours immediately above-specified for cessation of operation and sale and consumption of alcoholic beverages.

5. The Licensee's operations shall at all times be conducted in compliance with the District of Columbia Noise Control Act and D.C. Code §25-725. The licensee will encourage employees and patrons to be considerate of residents of the neighborhood by maintaining decorum upon departing the Premises. Sound emanating from inside the Premises shall not be heard in residences in the vicinity of the Premises.

6. The Licensee shall maintain regular trash removal, recycling and pest control services. All trash, garbage or other materials disposed of by Licensee shall be stored in secure containers, so as to limit odors and attraction of pests. No glass, cans or plastic shall be deposited in containers in the rear of the Premises between the hours of 11pm and 8am, so as to avoid disruptive sounds during those hours.

7. The parties jointly request that the terms of this superseding Settlement Agreement be incorporated into the Licensee's renewed ABC license. Upon such incorporation, the Licensee's pending request to terminate the Existing Voluntary Agreement is to be deemed withdrawn.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the day and year first above written.

TRYST, INC.

KALORAMA CITIZENS ASSOCIATION

By: 

6/20/13

By: 

6-20-2013

Constantine Stavropoulos
President

Denis James
President

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**Also Admitted in Virginia*

June 21, 2013

District of Columbia Alcoholic Beverage Control Board
2000 14th Street, NW
400 South
Washington, DC 20009

Attn: Martha Jenkins

Re: Tryst, Inc., t/a Tryst, holder of a
Retailer's License Class CR at
premises 2459 18th Street, N.W.,
License No. ABRA-25781

Dear Members of the Board:

The licensee's recent renewal application was accompanied by a request for termination of its Voluntary Agreement with the Kalorama Citizens Association (KCA). That request was placarded on May 24, 2013 and the protest deadline is July 8, 2013.

The licensee and KCA are pleased to report that they have entered into the attached Amended and Restated Settlement Agreement, whereby the existing Voluntary Agreement is to be superseded. Accordingly, the parties jointly and respectfully request that the Board approve the attached superseding Settlement Agreement, whereupon the licensee's pending request for termination of the present Voluntary Agreement should be deemed withdrawn as moot.

The licensee requests that its present ABC license be reissued so as to conform to the attached Amended and Restated Settlement Agreement.

Alcoholic Beverage Control Board
June 21, 2013
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Thank you for your early attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'SJO', with a long horizontal flourish extending to the right.

Stephen J. O'Brien

copy: Denis James (KCA)