

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

In the Matter of:)	
)	
The Public Group, LLC)	
t/a Public Bar)	
)	
Petition to)	Case No. 14-PRO-00015
Terminate Voluntary Agreement)	License No. ABRA-081238
for a Retailer's Class CT License)	Order No. 2014-085
)	
at premises)	
1214A18th Street, N.W.)	
Washington, D.C. 20036)	
)	

The Public Group, LLC, t/a Public Bar (Petitioner)

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

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

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Public Group, LLC, t/a Public Bar, (Petitioner), entered into a Voluntary Agreement with ANC 2B on September 19, 2006 and it was approved by the Board on September 20, 2006. On September 30, 2013, the Petitioner sought to terminate its Voluntary Agreement, under D.C. Official Code § 25-446(d).

The official records of the Board reflect that the Petitioner and ANC 2B have entered into a First Amendment to Settlement Agreement (Amendment), dated February 4, 2014, that governs the operation of the Petitioner's establishment.

The Public Group, LLC
t/a Public Bar
Case No. 14-PRO-00015
License No. ABRA-081238
Page 2

The official records of the Board reflect that the Parties have agreed to amend the Petitioner's summer garden hours of operation and sales of alcoholic beverages to commence at 11:00 a.m. daily.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Petitioner and Chairperson Will Stephens, on behalf of ANC 2B, are signatories to the Amendment.

This Agreement constitutes a withdrawal of the Petition to Terminate Voluntary Agreement filed by the Petitioner.

Accordingly, it is this 12th day of March, 2014, **ORDERED** that:

1. The Petition to Terminate the September 19, 2006 Voluntary Agreement filed by The Public Group, LLC, t/a Public Bar is **WITHDRAWN**;
2. The above-referenced First Amendment to 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. The Petitioner's request to operate its summer garden commencing at 11:00 a.m. daily is **GRANTED**;
4. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Petitioner and ANC 2B.

The Public Group, LLC
t/a Public Bar
Case No. 14-PRO-00015
License No. ABRA-081238
Page 3

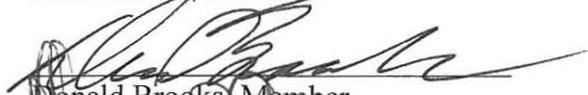
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



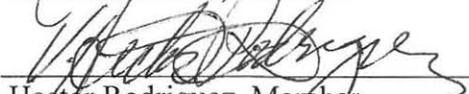
Donald Brooks, Member



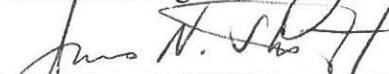
Herman Jones, Member



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 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).

FIRST AMENDMENT TO VOLUNTARY AGREEMENT

Made this 4th day of February, 2014, by and between The Public Group, LLC, ("the Licensee") and Advisory Neighborhood Commission (ANC) 2B.

WITNESSETH

WHEREAS, ANC 2B and Garage Door, Inc. entered into a September 19, 2006 Voluntary Agreement ("the Voluntary Agreement") governing certain aspects of operation of a tavern business at 1214 A 18th Street, N.W., Washington, D.C.; and,

WHEREAS, Garage Door, Inc. conveyed certain assets of its business, including its Alcoholic Beverage Control license, to the Licensee on March 30, 2009; and,

WHEREAS, the Licensee currently operates, subject to said Voluntary Agreement, its tavern business at the above premises; and,

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

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

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. Section 2 of the September 19, 2006 Voluntary Agreement is amended in part hereby to provide that the hours of operation and hour of sales and consumption for the Licensee's rooftop summer garden shall be:

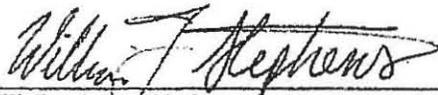
Sunday through Thursday 11:00 AM to 1:45 AM

Friday and Saturday 11:00 AM to 2:45 AM

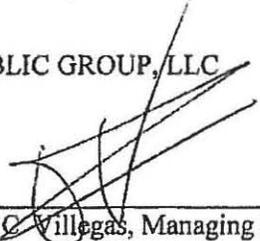
2. Except as explicitly amended herein, all terms and conditions of the September 19, 2006 Voluntary Agreement remain in full force and effect and unmodified.

3. Upon approval of this amendment to the Voluntary Agreement by the ABC Board, the Licensee's pending petition to terminate the Voluntary Agreement shall be deemed withdrawn.

ADVISORY NEIGHBORHOOD COMMISSION 2B

By: 
Will Stephens, Chairperson

THE PUBLIC GROUP, LLC

By: 
Edwin C. Villegas, Managing Member of SET Entertainment Group, LLC

LAW OFFICES
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BRIAN C. MOLLOY

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FACSIMILE
(202) 625-7706

February 21, 2014

VIA EMAIL

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

Attention: Sean Gordy
Program Manager

Re: License No. ABRA-071638, The Public
Group, LLC, t/a Public, holder of a
Retailer's License Class CT at premises
1214B 18th Street, NW

Dear Members of the Board:

By letter of September 30, 2013, our above client applied for termination of its September 20th, 2006 Voluntary Agreement with Advisory Neighborhood Commission (ANC) 2B. On February 19, 2014, the Board ordered that public notice of this application be afforded.

However, we are pleased to advise the Board that negotiations with ANC 2B have produced the attached First Amendment to Voluntary Agreement. In short, the First Amendment authorizes summer garden use commencing at 11:00 am daily (*earlier* than the 5:00 pm hour specified in the 2006 Voluntary Agreement). All other provisions of the 2006 Voluntary Agreement remain in place.

As earlier operating hours seldom are of residential interest, and as the ANC has consented to earlier hours in this instance, we respectfully request that the Board enter an order:

Alcoholic Beverage Control Board

February 21, 2014

Page 2 of 2

1. Approving the attached First Amendment to Voluntary Agreement;
2. Approving amendment of the subject license so as to reflect summer garden operating hours commencing at 11:00 am daily; and,
3. Approving withdrawal of the licensee's pending request to terminate its Voluntary Agreement with ANC 2B.

Please contact me if any questions are presented. Otherwise, the Board's early attention to this submission is solicited and will be appreciated.

Very truly yours,



Stephen J. O'Brien

copies: Martha Jenkins
La Verne Fletcher
Will Stephens (ANC 2B)
Stephanie Maltz (ANC 2B)

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

<hr/>)	
In the Matter of:)	
)	
Garage Door, Inc.)	
t/a Five)	
)	
Application for a Retailer's Class CT)	License no.: 71638
License – Substantial Change)	Case no.: 60875-06/118P
at premises)	Order no.: 2006-237
1214B 18 th Street, N.W.)	
Washington, D.C.)	
<hr/>)	

Garage Door, Inc., Applicant

Darren A. Bowie, Chairman, on behalf of Advisory Neighborhood Commission 2B,
Protestant

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The substantial change application for summer garden, having been protested, came before the Alcoholic Beverage Control Board ("Board") on September 20, 2006, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 2B, filed timely opposition by letter on August 17, 2006.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 19, 2006, the Protestant has agreed to withdraw its protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Garage Door, Inc.
t/a Five
License no. 71638
Case no. 60875-06/118P
Page two

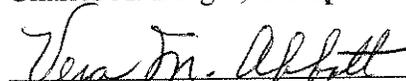
Accordingly, it is this 20th day of September 2006, **ORDERED** that:

1. The protest of Mr. Bowie, Chairman, on behalf of ANC 2B, is **WITHDRAWN**;
2. The substantial change application of Garage Door, Inc. t/a 5, for a summer garden at 1214B 18th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Garage Door, Inc.
t/a Five
License no. 71638
Case no. 60875-06/118P
Page three

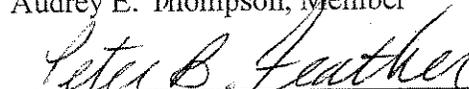
District of Columbia
Alcoholic Beverage Control Board

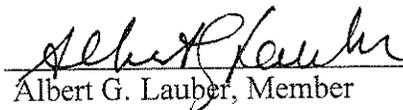

Charles A. Burger, Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member


Albert G. Lauber, Member

Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT

This Voluntary Agreement made this 19th day of September, 2006, by and among Garage Door, Inc., t/a Five (Applicant); and Advisory Neighborhood Commission 2B (ANC2B) (Protestant).

RECITALS

WHEREAS, Applicant is the holder of retailer's license 71638 Class CT for premises located at 1214B 18th Street NW; and

WHEREAS, Protestant has protested Applicant's request for a summer garden endorsement to its license for use of its rooftop deck; and

WHEREAS, the parties have agreed to enter into this voluntary agreement, pursuant to DC Code Section 25-446 (2001 ed.), to resolve the issues raised by Protestant's objection, and to request that the Alcoholic Beverage Control (ABC) Board approve Applicant's request for a summer garden endorsement conditioned on Applicant's compliance with the terms of this written agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. The hours of operation of the rooftop summer garden shall be:

Sunday through Thursday	5:00PM to 1:45AM
Friday and Saturday	5:00PM to 2:45AM
3. Applicant acknowledges familiarity with and will comply with the noise control provisions of District of Columbia laws and regulations, including but not limited to DC Code Section 25-725 (2001 ed.). Without limitation to the generality of the foregoing, small speakers (no more than four (4)) may be installed or placed on the rooftop for background recorded music, only. Such speakers shall be no larger than 14 inches in height. No live music or live performances shall be permitted on the rooftop.
4. Applicant shall maintain serviceable fire extinguishers on the rooftop at all times, and staff of the establishment stationed on the rooftop will be trained in the use and operation of said fire extinguishers.
5. Notices. In the event of a perceived violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to Applicant: Tim Sherman
Garage Door, Inc.
t/a Five
1214 B 18th Street, NW
Washington, DC 20036

With a copy to:
Michael D. Fonseca
Mallios & O'Brien
2600 Virginia Ave, NW
Suite 1112
Washington, DC 20037

If to protestant: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036

Applicant shall address or rectify any perceived violation of this agreement, and provide a written response to any notification under this Agreement, within ten (10) calendar days. Failure to give notice shall not constitute waiver or acquiescence to the perceived violation; however, Protestant shall give notice of perceived violations of the terms of this Voluntary Agreement to Applicant, and permit Applicant to respond, prior to the filing of a complaint with the ABC Board.

6. Withdrawal of protest. Protestant hereby agrees to withdraw its protest and join with Applicant in requesting that the ABC Board accept this Agreement as a condition of approval of the summer garden endorsement. The withdrawal of Protestant's request is contingent upon the text of this Voluntary Agreement being incorporated in an Order of the Board granting Applicant's summer garden endorsement application.

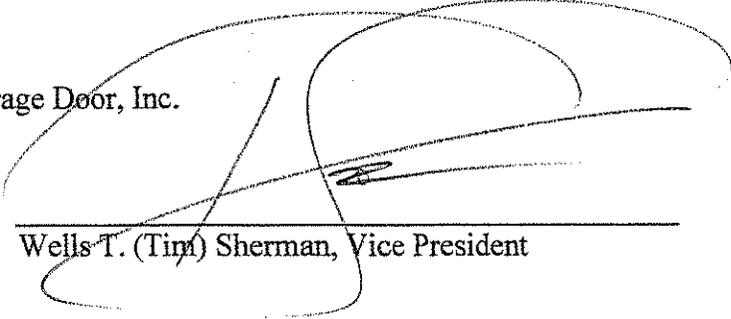
7. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original and both, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature and may be appended to any other counterpart.

8. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant:

Garage Door, Inc.

By: 

Wells T. (Tim) Sherman, Vice President

Protestant:

Advisory Neighborhood Commission 2B

By: Darren A. Bowie 9/19/06
Darren Bowie, Chairman