

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

**In the Matter of:** )  
 )  
2100, LLC )  
t/a Diego )  
 )  
Application for Renewal of a )  
Retailer's Class CR License )  
 )  
at premises )  
2100 14th Street, N.W. )  
Washington, D.C. 20009 )  
 )

Case No. 13-PRO-00027  
License No. ABRA-085469  
Order No. 2013-432

2100, LLC, t/a Diego (Applicant)

Christina Parascandola, President, Meridian Hill Neighborhood Association

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

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST OF  
MERIDIAN HILL NEIGHBORHOOD ASSOCIATION**

The Application filed by 2100, LLC, t/a Diego, for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 13, 2013 and a Protest Status Hearing on July 24, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and Meridian Hill Neighborhood Association have entered into a Settlement Agreement (Agreement), dated August 5, 2013, 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 and Christina Parascandola, on behalf of Meridian Hill Neighborhood Association, are signatories to the Agreement.

**2100, LLC**  
**t/a Diego**  
**Case No. 13-PRO-00027**  
**License No. ABRA-085469**  
**Page 2**

This Agreement constitutes a withdrawal of the Protest filed by Meridian Hill Neighborhood Association.

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. The Application filed by 2100, LLC, t/a Diego, for renewal of its Retailer's Class CR License, located at 2100 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Meridian Hill Neighborhood Association in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 3 (Extended hours) shall be removed.

Section 13 (Incorporation of Settlement Agreement into Applicant's alcohol license) – The following sentence shall be modified to read as follows: "Failure of the Applicant to correct violations of the conditions herein within thirty days of written notice of the violation shall be grounds to file a complaint with the Board pursuant to D.C. Official Code § 25-446(e)."

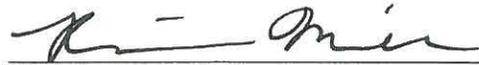
Section 14 (Conflict with Voluntary Agreement) shall be removed.

The parties have agreed to these modifications.

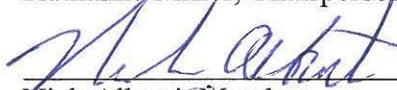
4. Copies of this Order shall be sent to the Applicant and Christina Parascandola, on behalf of Meridian Hill Neighborhood Association.

2100, LLC  
t/a Diego  
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License No. ABRA-085469  
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District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



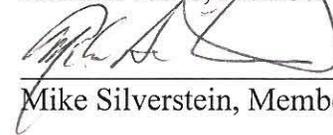
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

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

## SETTLEMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> of August 2013 by and between 2100 LLC (hereinafter the "Applicant"), and Meridian Hill Neighborhood Association, a neighborhood association duly incorporated under the laws of the District of Columbia and whose mission is to represent the interests of residents and residential property owners within its boundaries (hereinafter the "Protestant"), witnesseth:

ALCOHOLIC BEVERAGE  
REGULATION ADMIN  
P 1: 56

**Whereas**, the Applicant, 2100, LLC, trading as "Diego", has filed an application to renew alcohol license Number 085469, with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board"), for the operation of an establishment located at 2100 14th Street, NW, Washington, DC ("the Establishment");

**Whereas**, on December 1, 2010, the Board entered an Order on Voluntary Agreement and Withdrawal of Protest, incorporating the terms and conditions of a voluntary agreement between the Applicant and Advisory Neighborhood Commission 1B ("ANC 1B"), into the Applicant's license;

**Whereas**, the voluntary agreement with ANC 1B did not address several of Protestants' concerns related to peace, order and quiet;

**Whereas**, the Protestant has filed before the Board a protest opposing the renewal of Applicant's license;

**Whereas**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, the parties hereto enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Settlement Agreement as a formal condition of its application, and (2) Protestant will agree to the renewal of the license related to this application and to withdrawal of the Protest upon signing of this Settlement Agreement and provided that such agreement is incorporated into the Board's order renewing the license.

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Nature of the Business.** The Applicant will manage and operate a restaurant with an emphasis on food.

**2. Hours.** Applicant shall offer a full or partial dinner menu until one hour before closing. Applicant shall abide by the following hours of operation and last call for alcoholic beverage service at the Establishment.

**Indoor service**

Day	Hours	
Sunday	10:00AM - 02:00AM	Last call 1:30AM
Monday	10:00AM - 02:00AM	Last call 1:30AM
Tuesday	10:00AM - 02:00AM	Last call 1:30AM
Wednesday	10:00AM - 02:00AM	Last call 1:30AM
Thursday	10:00AM - 02:00AM	Last call 1:30AM
Friday	10:00AM - 03:00AM	Last call 2:30AM
Saturday	10:00AM - 03:00AM	Last call 2:30AM

**Outdoor service**

Day	Hours
Sunday	10:00AM - 011:00PM
Monday	10:00AM - 011:00PM
Tuesday	10:00AM - 011:00PM
Wednesday	10:00AM - 011:00PM
Thursday	10:00AM - 011:00PM
Friday	10:00AM - 012:00AM
Saturday	10:00AM - 12:000AM

It is understood that after last call patrons may consume alcoholic beverage served prior to and at last call.

**3. Extended hours.** Applicant will not seek permission not to operate during Extended Hours under District of Columbia Code Section 25-723(c).

**4. Sidewalk cafe.** There shall be no bar with alcoholic beverages in the sidewalk cafe. All patrons will be seated and will not stand in the sidewalk café (other than patrons waiting for tables). There will be no smoking in the sidewalk cafe. Applicant will post signs stating that smoking is not permitted in the sidewalk cafe. The sidewalk cafe will be closed each day of the week no later than 11:00PM on Sunday through Thursday and 12:00AM Friday and Saturday.

**5. Entertainment.** No live performances will be permitted except if limited to one musical instrument. The Applicant shall not have a dance floor or advertize or promote dancing. Applicant shall not charge a cover.

**6. Patrons.** The Applicant acknowledges that it is unlawful to serve alcoholic beverages to a patron who is intoxicated. The Applicant will make best efforts to avoid serving any patron alcoholic beverages if he or she appears to be intoxicated. Applicant's staff will monitor patrons' behavior to be on guard for intoxicated individuals.

**7. Consideration of residents.** Applicant will encourage employees and patrons leaving the Establishment after 10:00PM each night to keep conversations and noise down. Applicant will post signs to discourage patrons from disturbing the residents of 14th Street, V Street, and nearby streets and in the alley behind the Establishment. Applicant will make other efforts to encourage patrons to keep the noise down by other measures such as printing messages on checks.

**8. Loitering.** Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises, on 14th Street and on V Street, during hours of operation and at closing.

**9. Parking.** Applicant will not engage or operate a valet parking service on V Street.

**10. Trash, garbage, recyclables, and rodents.** Applicant shall store all trash, garbage, and recyclables in an enclosed holding area within the premises and only rodent-proof containers. Applicant shall ensure that container covers fit properly

and remain fully closed except when trash, garbage and recyclables are being added or removed.

**11. Exterior and public space areas.** Applicant will monitor areas in the front of the Establishment at V Street and at 14th Street daily to remove trash and debris.

**12. Cooperation with residents and with Martha's Table.** The Applicant agrees to work with the appropriate party, either Protestant, individual residents and the abutting childcare facility ("Martha's Table"), to resolve any problems attributable to the Establishment that affect peace, order and quiet. Applicant agrees that nearby residents and may contact the following representative if such problems arise:

Michael Askarinam  
askarinam@hotmail.com  
240-338-6095

**13. Incorporation of Settlement Agreement into Applicant's alcohol license.** This Settlement Agreement shall be incorporated into the Applicant's license (#085469) and binds the Applicant to its terms under District of Columbia Code Section 25-446. The Applicant shall adhere to the conditions of this license for the Establishment. Failure of the Applicant to correct violations of the conditions herein within thirty days of written notice of the violation shall be grounds to request that the ABC Board bring a Show Cause action against the Applicant.

**14. Conflict with voluntary agreement.** If there exists any conflict between the Board's Order on Voluntary Agreement and Withdrawal of Protest dated December 1, 2010, the restriction more protective of the residents shall control.

**15. Notices.** Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, return receipt requested, to the Parties and to Advisory Neighborhood Commission 1B, Reeves Center, 2000 14th Street, NW, Suite 100B, Washington, DC 20009. Notice is deemed to be received upon mailing.

A. If to the Protestants:

President  
Meridian Hill Neighborhood Association  
P.O Box 73153  
Washington, DC 20056

B. If to the Applicant:

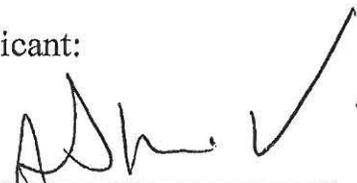
2100, LLC  
2100 14th Street, NW  
Washington, DC 20009

The parties may change the notice address listed above by written notice to the others.

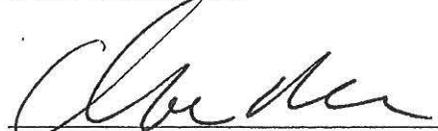
**16. Withdrawal of protest.** Protestant agrees to the renewal of the license and the withdrawal of protest upon execution of this Settlement Agreement and provided that this Settlement Agreement is incorporated into the Board's order renewing the license.

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

FOR Applicant:

  
Vahid Askarinam, Owner, Diego

FOR Protestant:

  
Christina Parascandola, President, Meridian Hill Neighborhood Association

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

In the Matter of:	)	
	)	
2100, LLC	)	
t/a La Fonda	)	
	)	
Applicant for a New	)	Case No. 10-PRO-00135
Retailer's Class CR License	)	License No. ABRA-085469
at premises	)	Order No. 2010-568
2100 14 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

2100, LLC, t/a La Fonda ("Applicant")

E. Gail Anderson Holness, Chairperson, Advisory Neighborhood Commission (ANC) 1B ("Protestant")

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that 2100, LLC, t/a La Fonda ("Applicant"), filed an Application for a new Retailer's Class CR License located at 2100 14<sup>th</sup> Street, N.W., Washington D.C. The Applicant and Chairperson E. Gail Anderson Holness, on behalf of ANC 1B, have entered into a Voluntary Agreement, dated November 4, 2010, setting forth the terms and conditions that govern 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 and Chairperson E. Gail Anderson Holness, on behalf of ANC 1B, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

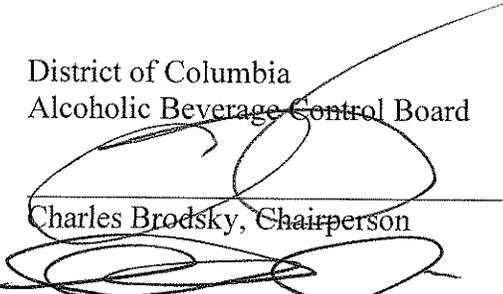
**2100, LLC**  
**t/a La Fonda**  
**Case No. 10-PRO-00135**  
**License No. ABRA-085469**  
**Page 2**

Accordingly, it is this 1<sup>st</sup> day of December 2010, **ORDERED** that:

1. The Application filed by 2100, LLC, t/a La Fonda (“Applicant”), for a new Retailer’s Class CR license located at 2100 14<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant’s establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 1B.

2100, LLC  
t/a La Fonda  
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License No. ABRA-085469  
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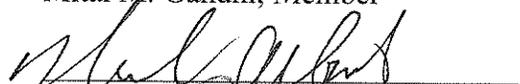
District of Columbia  
Alcoholic Beverage Control Board



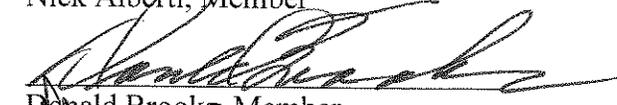
Charles Brodsky, Chairperson



Mital M. Gandhi, Member



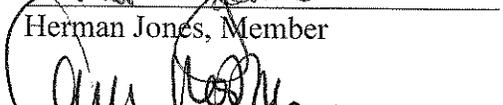
Nick Alberti, Member



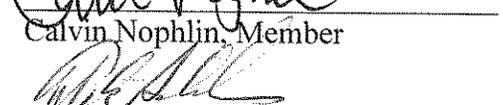
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.



# Advisory Neighborhood Commission 1B

Government of the District of Columbia

2000 14<sup>TH</sup> Street N.W., Suite 100B

Washington, DC 20009

202-481-3462

202-870-4202

E. Gail Anderson Holness, Chairperson

Myla Moss, Peter Raia, Sedrick Muhammad, Deborah Thomas, Brianne Nadeau,  
Melissa McKnight, Juan Lopez, Rosemary Akinmboni, Thomas K. D. Smith, Eduardo Ferrer

November 9, 2010

Mr. Charles Brodsky  
Chairman  
Alcoholic Beverage Control Board  
1250 U Street N.W., Third Floor  
Washington, DC 20009

**ABRA-085469**  
**La Fonda, 2100 14<sup>th</sup> Street N.W.**

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGISTRATION  
NOV 12 A 9 28  
RECEIVED

Dear Chairman Brodsky:

At its regularly scheduled meeting on November 4, 2010 (notice of which was properly given, and at which a quorum of eight of eleven members was present) ANC1B voted (7 yes, 1 no) to withdraw its protest of and instead support this application for a new Retail Class C Restaurant license. By the same vote, the Commission approved a voluntary agreement between the applicant and the Commission.

This applicant is located in Commissioner Deborah Thomas's single member district, and we have designated her to represent the Commission at hearings on this application.

Sincerely,

E. Gail Anderson Holness  
Chairperson

Myla Moss  
Secretary

- cc: Councilmember Jim Graham  
Commissioner Deborah Thomas  
Mr. Stephen J. O'Brien, Esq., Mallios & O'Brien  
Mr. Michael Askarinam, La Fonda Restaurant  
U Street Neighborhood Association  
MidCity Business Association

Voluntary Agreement Concerning Issuance of License  
2100, LLC

THIS AGREEMENT made and entered into this 4th day of November, 2010, by and between 2100, LLC (Applicant) and ANCIB (Protestant):

Whereas Applicant has filed application ABRA-085469 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CR license for premises to be known as La Fonda, and to be located at 2100 14<sup>th</sup> Street, NW Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the concerns of ANCIB, and to include this agreement as a formal condition of its application, and (2) the aforementioned parties supported the issuance of the new license and provided that such an agreement is incorporated into the ABC Board's order issuing the license.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate the aforementioned parties' concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and the aforementioned parties hereby agree as follows:

A. **NOISE.** Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard or felt outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 20. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. No music will be permitted in the sidewalk cafe. The entrance door and windows of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress or to egress from the premises. Applicant agrees to implement sound suppression measures that will mitigate any noise from this establishment so that the music may not be heard or felt in surrounding resident's homes, businesses or childcare facilities.

B. **SAFETY & SECURITY.** Applicant agrees to provide a safety & security plan for inclusion in ABC Board and files of the aforementioned parties. Applicant agrees to notify the aforementioned parties in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

C. FOOD AND ALCOHOL SERVICE. Applicant hours will be permitted no earlier than 10 am daily and no later than 2 am on Sundays – Thursdays and 3am Friday's and Saturday's; provided (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may serve alcohol and provide entertainment for one additional hour (that is, one hour later in the morning); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4am. Weeknight (Sunday-Thursday) outdoor service will be permitted no later than 12am. Friday's and Saturday's until 1am. Smoking will not be permitted in outdoor space.

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service as required by law or more if needed and see that the recycling, trash and dumpster area remains clean. Applicant shall maintain trash receptacles inside the establishment. Applicant will keep trash off public space. Applicant is strongly encouraged to use a trash compacter. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 7:00 am and no later than 6:00 pm. No recyclable waste or trash will be dumped after 9:00 pm or before 7:00 am.

E. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant should encourage the patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents. Applicant will operate outdoor café only on V Street and will take into account clearance needed for emergency evacuation plan of Martha's Table.

F. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by the ABC Board or by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

H. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

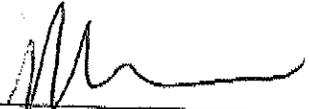
I. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to

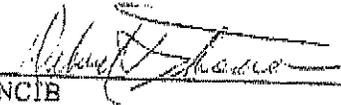
cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: 2100, LLC  
Attn: Michael D. Askarinam  
2100 14<sup>th</sup> Street NW  
Washington, DC, 20009

If to Protestant: ANCIB  
Reeves Center  
2000 14<sup>th</sup> Street N.W., Suite 100 B  
Washington, D.C. 20009

Wherefore, by the signing of the representatives of Applicant and ANCIB, Applicant hereby agrees to aforementioned covenants and ANCIB agreed to support the issuance of the Class CR03 license to Applicant, and both parties request that this agreement is incorporated into the ABC Board's order issuing a Class CR03 license.

  
\_\_\_\_\_  
Applicant

  
\_\_\_\_\_  
ANCIB