

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

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In the Matter of:)
)
Casa Oaxaca, Inc.)
t/a Casa Oaxaca)
)
Holder of a)
Retailer's Class CR License)
)
at premises)
2106 18 th Street, N.W.)
Washington, D.C. 20009)
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License No. ABRA-076070
Order No. 2014-383

Casa Oaxaca, Inc., t/a Casa Oaxaca (Licensee)

Denis James, President, Kalorama Citizens Association (KCA)

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

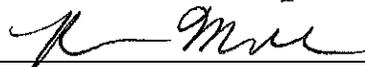
The official records of the Alcoholic Beverage Control Board (Board) reflect that Casa Oaxaca, Inc., t/a Casa Oaxaca (Licensee), and KCA entered into a Settlement Agreement (Agreement), dated January 2, 2007, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated October 3, 2014, in accordance with D.C. Official Code § 25-446 (2001).

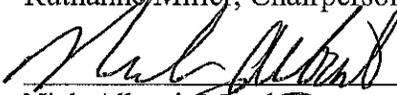
The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Denis James, on behalf of KCA, are signatories to the Amendment.

Accordingly, it is this 22nd day of October, 2014, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and KCA.

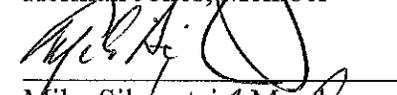
District of Columbia
Alcoholic Beverage Control Board

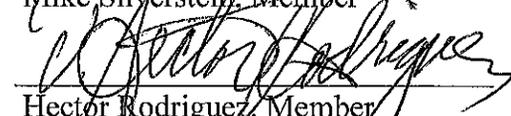

Ruthanne Miller, Chairperson

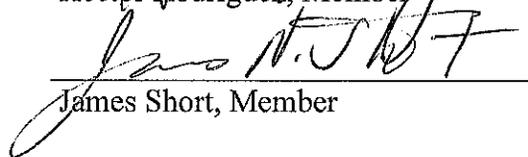

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to 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 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 SETTLEMENT AGREEMENT
CONCERNING LICENSE TO SELL ALCOHOLIC BEVERAGES**

This first amendment to the original Settlement Agreement (2007) for Casa Oaxaca, 2106 18th Street, NW, CR-01 Retailer, License number ABRA 076070 is made this 3rd day of October, 2014, by and between the parties to the original January 2, 2007 agreement, Casa Oaxaca, Inc., t/a Casa Oaxaca, and the Kalorama Citizens Association (KCA), witnesseth:

Provision 3 is amended to change the opening hour of operation, 7 days a week, to 11:00 am for the purpose of brunch and lunch service. It is understood between the parties that the 11:00 am opening time is not a requirement, but may be used at the discretion of the Licensee.

FOR CASA OAXACA:

Karen Barroso
Signature Date

FOR KCA:

Denis James 10-3-2014
Denis James, President Date

KAREN BARROSO
Please print name and title

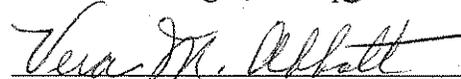
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Casa Oaxaca, Inc.
t/a Casa Oaxaca
License No. 76070
Application No. 61171
Page two

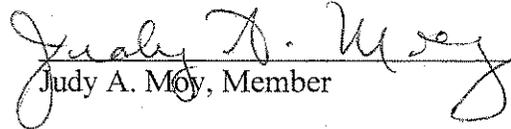
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

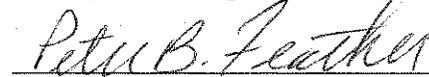


Vera M. Abbott, Member



Judy A. Moy, Member

Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

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.

**COOPERATIVE AGREEMENT CONCERNING
ISSUANCE OF ABC LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made and entered into this 2nd day of January, 2007, by and between Casa Oaxaca, Inc., trading as Casa Oaxaca (hereinafter the "Applicant"), and the Kalorama Citizens Association (hereinafter the "KCA"). Casa Oaxaca and the KCA comprise the "Parties".

Whereas, Applicant has filed an Application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the issuance of a new Class CR-01 License (No. 76070) to be located at 2106 18th Street, N.W., Washington DC 20009,

Whereas, the proposed establishment is located within KCA's boundaries and KCA has many members residing within the affected area,

Whereas, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) the KCA agrees to the issuance of the license, provided that such Agreement is incorporated into the Board's order approving such renewal, which order is thereby conditioned upon compliance with such Agreement,

Whereas, Applicant has recently taken or intends to take certain measures designed to ameliorate the KCA's concerns,

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

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. There shall be adequate food and food service supplies on hand to fulfill menu orders, and adequate kitchen and wait staff to serve patrons. The kitchen shall be open and operational with cooked food menu items available during all the restaurant's hours of operation each day that it is open for business.

Applicant agrees to not apply for any change in license class.

2. Premises.

Applicant agrees that the area of premise for service of food and alcoholic beverages is the basement and first floor only at 2106 18th Street, NW.

Applicant agrees to not apply to expand the size or capacity of the basement or first floor of the establishment in any way.

Applicant agrees that whenever either the first floor or basement floor are open to receive patrons that full food service shall be available on that floor.

Applicant agrees to not apply for a sidewalk café or summer garden in the front of 2106 18th Street, NW.

3. Hours of Operation and hours for sales, service and consumption of alcoholic beverages*

INSIDE: Basement and First Floor:

Sunday: 11:30 am until 11:00 pm

Monday through Thursday: 5:00 pm until 11:00 pm.

Friday and Saturday: 5:00 pm until 12:00 midnight.

* With the exception of New Year's Eve, when the establishment may operate up to the hours permitted under 23 DCMR 705.11.

4. Occupancy

Capacity will not exceed:

Combined total of seats at tables and bar on first floor and in basement: 99

5. Noise & Music

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.

b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

c.) Doors used for patron ingress and egress will never be propped or tied open.

d.) Sound from inside will not be audible at surrounding residential housing areas.

e.) Applicant agrees to not apply for an Entertainment Endorsement at the establishment.

6. Trash/Garbage/Rodents/Recycling

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in rodent-proof containers and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

b.) Applicant agrees that the establishment's trash/garbage and recycling containers will remain tightly secured and that any bags placed inside will be tightly sealed.

c.) Applicant agrees to segregate bottles (and to recycle bottles, cans and cardboard in

accordance with DC Law) from trash and agrees there will be no dumping of empty bottles outside or pickup of the recycling and refuse in the alley behind the restaurant between the hours of 11:00 pm and 8:00 am, seven days a week.

d) Applicant will provide for the proper removal and recycling of grease and fatty oils from the establishment. Applicant agrees never to place any container holding grease or fatty oils in his trash/garbage container

7. Exterior, Including Public Space

Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

8. Miscellaneous

a) Applicant agrees not to place outside in the public space Sidewalk Café any loudspeaker, tape player, CD player, or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

b) Applicant agrees to operate the establishment under the terms of its license and will not rent out, or otherwise make available the establishment to third parties for events where the owner-manager is not present and managing the business.

c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on trees, lampposts, street signs or any vehicle parked in the public space.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events, or events where patrons are delivered from one ABC establishment to another during one day, via a motor vehicle.

10. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. 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 during business hours and at closing, and to cause patrons to leave quietly at closing. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum upon leaving the establishment.

11. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

12. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

13. Availability of Cooperative Agreement

Applicant agrees to keep available at all times a copy of this Agreement at the establishment and to familiarize all employees with its conditions.

For Casa Oaxaca:

By: [Signature] Date 1/2/07
Signature Date

KAREN BARROSO
(Please print name and title)

For Kalorama Citizens Association

By: [Signature] Date 1-2-2007
Denise I. E. James, Date
President

[Handwritten mark]