

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

In the Matter of:

Abdo F St., LLC
t/a Abdotel

Applicant for Substantial Change
(Two Summer Gardens and a Sidewalk Café)
Retailer's Class CH License

at premises
2224 F Street, N.W.
Washington, D.C. 20037

Case No. 15-PRO-00123
License No. ABRA-090189
Order No. 2016-035

Abdo F St., LLC, t/a Abdotel (Applicant)

Patrick L. Kennedy, Chairperson, Advisory Neighborhood Commission (ANC) 2A

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2A'S PROTEST**

The Application filed by Abdo F St., LLC, t/a Abdotel, for a Substantial Change to include two Summer Gardens and a Sidewalk Café to its Retailer's Class CH License, was protested by ANC 2A.

The official records of the Board reflect that the Applicant and ANC 2A have entered into a Settlement Agreement (Agreement), dated January 5, 2016, 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 Chairperson Patrick L. Kennedy, on behalf of ANC 2A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2A.

Accordingly, it is this 20th day of January, 2016, **ORDERED** that:

1. The Application filed by Abdo F St., LLC, t/a Abdotel, for a Substantial Change to include two Summer Gardens and a Sidewalk Café to its Retailer's Class CH License, located at 2224 F Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2A in this matter is hereby **DISMISSED**;
3. The above-referenced Settlement Agreement, dated January 5, 2016, 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 and ANC 2A.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



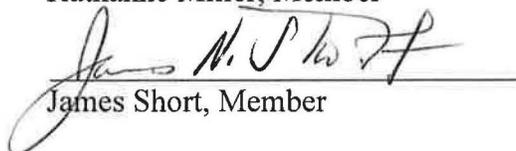
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 5th day of JANUARY, 2016 by and between Abdo F Street LLC, ("the Applicant") and Advisory Neighborhood Commission 2A ("the ANC") and West End Citizens Association ("WECA") (collectively "Protestants")

WITNESSETH

WHEREAS, the Applicant is the holder of a Class CH Alcoholic Beverage Control (ABC) license ABRA-090189 (in a 405.1 status) for premises 2224 F Street, NW, and,

WHEREAS, applicant's applications for three (3) endorsements for a sidewalk café, a summer garden (courtyard terrace) and a summer garden (rooftop terrace) are pending before the District of Columbia ABC Board, and,

WHEREAS, said premises is within the jurisdictional boundaries of the ANC and WECA; and,

WHEREAS, the Protestants' objections are limited to the sidewalk café and summer garden rooftop terrace and courtyard terrace endorsements; and,

WHEREAS, the parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain aspects of the Applicant's outdoor seating operations;

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

1. **Recitals Incorporated.**

The recitals set forth above are incorporated herein by reference.

2. **Hours & Days of Operation and Sales of Alcoholic Beverages**

(a) The hours of operation on the rooftop terrace summer garden shall not exceed:

Sunday through Thursday: 6:00 am to 10:00 pm
Friday and Saturday: 6:00 am to 11:00 pm

The hours of sales of alcoholic beverages on the rooftop terrace summer garden shall not exceed:

Sunday through Thursday: 8:00 am to 10:00 pm; and
Friday and Saturday: 8:00 am to 11:00 pm

The rooftop seating shall not exceed 60.

(b) The hours of operation for the summer garden courtyard terrace shall not exceed:

Sunday through Thursday: 6:00 am to 12 am
Friday and Saturday: 6:00 am to 1:00 am

The hours of sales of alcoholic beverages for the summer garden courtyard terrace shall not exceed:

Sunday through Thursday: 8:00 am to 12:00 am
Friday and Saturday: 8:00 am to 1:00 am

The courtyard terrace seating shall not exceed 32.

(c) The hours of operation for the sidewalk café shall not exceed:

Sunday through Thursday: 7:00 am to 11:00 pm
Friday and Saturday: 7:00 am to 12:00 am

The hours of sales of alcoholic beverages for the sidewalk café shall not exceed:

Sunday through Thursday: 8:00 am to 11:00 pm
Friday and Saturday: 8:00 am to 12:00 am

The sidewalk café seating shall not exceed 26.

3. Music & Entertainment

There shall not be any background music or live entertainment on the sidewalk café or the rooftop terrace. There shall not be any live entertainment on the courtyard terrace. However, recorded music shall be permitted on the courtyard terrace.

4. Licensee Point of Contact

The Protestants acknowledge having received (or will receive prior to applicant's opening) the contact information for the Applicant's management company. Applicant will provide the Protestant's with new contact information for successive management staff, including the General Manager. The Protestants are encouraged to contact the Applicant or the General Manager directly regarding complaints related to this Agreement including, but not limited to, complaints of noise.

5. Incorporation of Settlement Agreement

The Applicant acknowledges that the Protestants are relying on the foregoing commitments and will withdraw the protests that heretofore have been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending summer garden endorsements to the Class CH License application.

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

ABDO F STREET, LLC

By: 
James Abdo
Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 2A

By: _____
Patrick L. Kennedy, Chairman

WEST END CITIZENS ASSOCIATION

By: _____
Sara Maddux, President

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

ABDO F STREET, LLC

By: _____
James Abdo
Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 2A

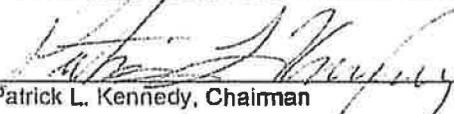
By: _____
Patrick L. Kennedy, Chairman

WEST END CITIZENS ASSOCIATION

By: Sara Maddux
Sara Maddux, President (BTR)

By: _____
James Abdo
Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 2A

By:  1/5/16
Patrick L. Kennedy, Chairman

WEST END CITIZENS ASSOCIATION

By: _____
Sara Maddux, President