

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

In the Matter of:

Zinat, Inc.
t/a Carriage House Pub

Application for Renewal of a
Retailer's Class CR License

at premises
2333 18th Street, N.W.
Washington, D.C. 20009

Case No. 13-PRO-00118
License No. ABRA-060401
Order No. 2013-457

Zinat, Inc., t/a Carriage House Pub (Applicant)

William A. Simpson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

Ernest Springs, President, Reed-Cooke Neighborhood Association (RCNA)

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS OF KCA AND RCNA**

The Application filed by Zinat, Inc., t/a Carriage House Pub, 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 September 16, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, KCA, and RCNA have entered into a Settlement Agreement (Agreement), dated October 2, 2013, that governs the operation of the Applicant's establishment.

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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson William A. Simpson, on behalf of ANC 1C; Denis James, on behalf of KCA; and Ernest Springs, on behalf of RCNA, are signatories to the Agreement.

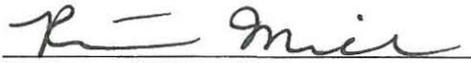
This Agreement constitutes a withdrawal of the Protests filed by KCA and RCNA of this Application.

Accordingly, it is this 23rd day of October, 2013, **ORDERED** that:

1. The Application filed by Zinat, Inc., t/a Carriage House Pub, for renewal of its Retailer's Class CR License, located at 2333 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of the KCA and RCNA in this matter are hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant, ANC 1C, KCA, and RCNA.

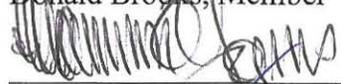
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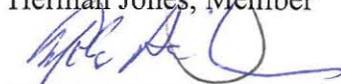
District of Columbia
Alcoholic Beverage Control Board


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 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

**NEW SETTLEMENT AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 2nd day of October, 2013 by and between Zinat, Inc. trading as Carriage House Pub (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C ("ANC1C"), the Kalorama Citizens Association (hereinafter "KCA"), and the Reed-Cooke Neighborhood Association (hereinafter "RCNA") witnesses:

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class CR license for the premises known as Carriage House Pub located at 2333 18th Street NW, Washington, DC.

Whereas the ANC1C, KCA, and RCNA (hereinafter the "Protestants") have filed before the Board protests opposing the granting of this renewal,

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 desire to enter into a new settlement agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of their protests *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

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

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

1. Operation. At all times, Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available up until one and a half hours before closing each night.

2. Hours of Operation

(a) Inside:

Sunday through Thursday: 11:00 am until 2:00 am

Friday and Saturday: 11:00 am until 3:00 am

(b) Sidewalk Cafe:

Sunday through Thursday: 11:00 am until 11:30 pm. No further patrons will be seated after 11:30 pm. Patrons seated before 11:30 pm may remain to finish those orders placed before 11:30 pm.

Friday and Saturday: 11:00 am until 1:00 am. No further patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those order placed before 1:00 am.

(c) Last call will be announced 35 minutes before closing and all sales of alcohol will end 25 minutes before closing, each night of operation.

3. Seating. Capacity will not exceed 192.
4. Noise. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including, but not limited to, the DC Noise Control Act of 1977 (DC Law 2-53) and 20 DCMR Chapters 27 and 28, as amended.

Applicant agrees to prevent 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 DC Official Code §25-725 (2001).

The windows of the premises will be kept closed whenever entertainment is being offered. At other times, the Applicant will manage the sound levels to ensure recorded music from inside the restaurant is not heard beyond the restaurant's sidewalk cafe. In any event, the windows of the premises will be closed each night no later than the final times for seating new patrons at the sidewalk cafe. There shall be no music played on the roof or in the sidewalk cafe. Applicant agrees not to place in the sidewalk cafe 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 sidewalk cafe. Doors used for patron ingress and egress will be kept closed except when persons are in the act of entering or exiting the premises, and will never be propped or tied open except while deliveries are being made to the restaurant.

5. Entertainment. Applicant agrees that entertainment will be limited to the following:
 - (a) Applicant is permitted to have dancing only (i) for special events that are closed to the general public (for example, birthday parties, office parties, wedding receptions, and private fundraisers) and (ii) on New Year's Eve.
 - (b) Applicant is permitted to have live band entertainment up to 24 times per year.
 - (c) Applicant is permitted to have DJ or karaoke entertainment up to 3 times per week.
 - (d) Any such dancing, live band, DJ, or karaoke entertainment will take place only on the elevated section at the rear of the second floor of the establishment. Applicant will maintain the dining furniture (tables, chairs, booths, stools, etc.) in all other sections of the establishment. During any special event that involves dancing, live band, DJ, or karaoke entertainment, the second floor of the establishment will be closed to the general public. When live band, DJ, or karaoke entertainment are offered not in connection with a special event, the purpose will be to provide enjoyment to the patrons of the restaurant while they dine. Applicant will manage all instances of dancing, live band,

DJ, or karaoke entertainment, and will not turn over control of any part of the restaurant to event or entertainment promoters. Any such dancing, live band, DJ, or karaoke entertainment will end not later than one hour prior to the inside closing hours specified in Section 2. Applicant will ensure that any such dancing, live band, or DJ entertainment will not disturb the peace, order, and quiet of the community, or be heard in any residential living unit nearby.

(e) There will be no cover charges at the restaurant.

(f) Applicant will maintain a continuous written log, in notebook form, of each time that dancing or live band entertainment is provided. The log will show, at minimum, the type of entertainment that was provided (whether dancing or live band), the date, the name and contact information of the live band if applicable, and in the case of special events, the name and contact information of the person or group that arranged the special event. Applicant agrees to make this log available to any ABRA investigator or MPD officer upon request.

6. Trash/Garbage/Rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster areas, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population. Applicant agrees to segregate bottles, cans, and cardboard from trash, and recycle them in accordance with DC law, and agrees not to dispose of recycling and trash in outside dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.
7. Exterior, Including Public Space. Applicant shall assist in the maintenance of the alleyway 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. Applicant agrees not to place or cause to be placed any fliers, handbills, or other similar advertisements in the public space, specifically on lampposts, street signs, or any vehicle parked in the public space. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.
8. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.
9. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversation and noise down from 11:00 pm to 7:00 am.

10. Replacement / Modification. This new agreement replaces any prior agreements between the parties hereto with respect to the subject matter hereof, and can be modified only by the ABC Board, or by mutual agreement of all of the parties with the approval of the ABC Board.

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

12. Availability of Settlement 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.

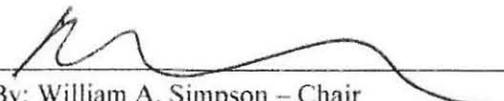
Zinat, Inc., trading as Carriage House Pub



By: Iraj Askarinam

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Date

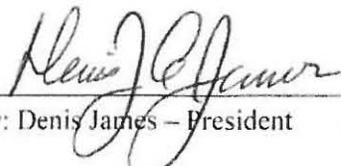
Advisory Neighborhood Commission 1C



By: William A. Simpson - Chair

October 2, 2013
Date

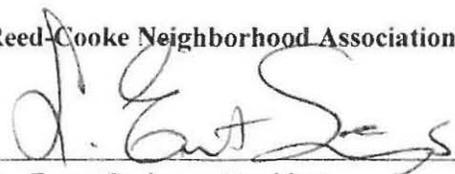
Kalorama Citizens Association



By: Denis James - President

10. 2-2013
Date

Reed-Cooke Neighborhood Association



By: Ernest Springs - President

10/07/13
Date