

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

In the Matter of:)	
)	
After Peacock Room, Inc.)	
t/a After Peacock Room)	
)	
Holder of a)	License No. ABRA-095964
Retailer's Class CR License)	Order No. 2015-363
)	
at premises)	
2622 P Street, N.W.)	
Washington, D.C. 20007)	

After Peacock Room, Inc., t/a After Peacock Room (Licensee)

Tom Birch, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Robert vom Eigen, President, Citizens Association of Georgetown (CAG)

Robert Yahn

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that After Peacock Room, Inc., t/a After Peacock Room (Licensee), ANC 2E, CAG, and Robert Yahn have entered into a Settlement Agreement (Agreement), dated June 1, 2015, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and

filed with the Board. The Licensee; Commissioner Tom Birch, on behalf of ANC 2E; Robert vom Eigen, on behalf of CAG; and Robert Yahn are signatories to the Agreement.

Accordingly, it is this 22nd day of July, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 4 – This Section is blank, so it shall be removed.

Section 5 (Ingress and Egress) – This Section shall be modified to read as follows: “Patrons may only enter and exit the establishment through the front entrance except for emergencies.”

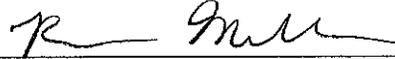
First Paragraph underneath Section 5 – The first sentence shall be modified to read as follows: “The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Protestants to file a complaint with ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of this Agreement.”

Second Paragraph underneath Section 5 – This paragraph shall be modified to read as follows: “This written agreement constitutes the only agreement between the parties and may be modified only by the ABC Board, mutual agreement of all the parties or otherwise as permitted by law.”

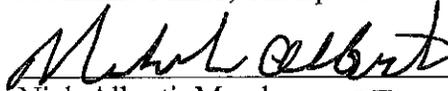
The Parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee, ANC 2E, CAG, and Robert Yahn.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



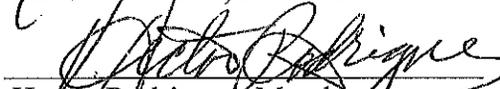
Donald Brooks, Member



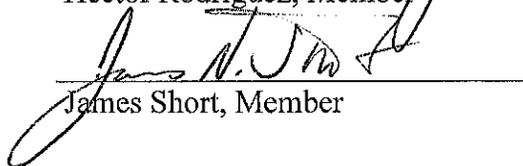
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected 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).

AGREEMENT

THIS AGREEMENT ("Agreement") is made this 1st day of June, 2015 by After Peacock Room, Inc., a District of Columbia corporation, t/a After Peacock Room (the "Applicant") with Advisory Neighborhood Commission 2E ("the ANC"), the Citizens Association of Georgetown ("CAG"), and Robert Yahn, the latter a resident at 1417 27th Street, NW (hereinafter together "the Protestants").

WHEREAS, the Applicant has applied for a Retailer's Class "C" restaurant license for the property located at 2622 P Street NW, License No. ABRA-095964, which is pending approval before the District of Columbia Alcoholic Beverage Control (ABC) Board, and

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, CAG is a citizens association incorporated under the laws of the District of Columbia which represents the interests of the residents of Georgetown; and

WHEREAS, in order to secure the aforementioned approval, Applicant has agreed to enter into this Agreement commemorating certain understandings regarding the Applicant's operational plans; in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to the approval of the ABC Board, the Applicant will agree to adopt certain measures to address the Protestant's concerns and the Protestants will agree to the issuance of the ABC License and withdraw the Protest.

WHEREAS, Applicant amended the original Settlement Agreement as shown and set forth on item 2.

NOW THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Nature of Operation. The Applicant will operate at all times as a bona fide Class CR Restaurant with service of alcoholic beverages limited to beer and wine. Food and beverage service shall be limited to the interior of the premises with occupancy of 46 patrons, and with no service or accommodation for patrons in the exterior of the property.

2. Hours of Operation. The hours of operation shall be Sunday-Wednesday: 7:00 a.m. to 10:30 p.m., and Thursday-Saturday: 7:00 a.m. to 11:00 p.m.

3. Trash Pick-Up and Removal. Applicant will maintain regular trash removal at a minimum of twice weekly. All trash shall be stored on the premises until it is picked up for removal. The Applicant shall keep all trash containers tightly closed and incapable of being entered by rodents, in order to limit odors and control pest and rodent populations.

4.

5. Ingress and Egress. No patron shall be allowed ingress or egress at any location, including at the rear of the property, except at the building's designated front entrance (or in case of an emergency.)

The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Protestants to petition the ABC Board for issuance of an order to show cause. Prior to so petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford Applicant at least seven (7) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the parties.

IN WITNESS THEREOF, the parties have affixed hereunto their signatures.

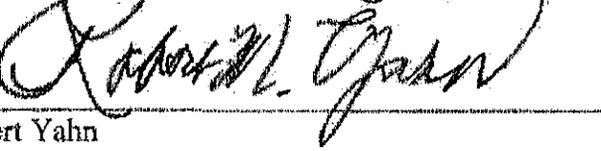
APPLICANT

After Peacock Room, Inc. t/a After Peacock Room

BY: 
Heewon Ra

BY: 
Tom Birch, ABC Committee Chairman
ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: 
Robert vom Eigen, President
CITIZENS ASSOCIATION OF GEORGETOWN

BY: 
Robert Yahn