

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

In the Matter of:

No Kisses Wolfman, LLC
t/a Sonny's Square Pie/No Kisses

Applicant for a New
Retailer's Class CR License

at premises
3120 Georgia Avenue, NW
Washington, D.C. 20010

License No.: ABRA-108440
Order No.: 2018-024

No Kisses Wolfman, LLC, t/a Sonny's Square Pie/Sister Bar (Applicant)

Rashida Brown, Commissioner, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that No Kisses Wolfman, LLC, t/a Sonny's Square Pie/No Kisses (Applicant), and ANC 1A have entered into a Settlement Agreement (Agreement), dated January 10, 2018, 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 Commissioner Rashida Brown, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 24th day of January, 2018, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 1A.

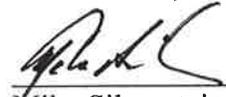
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



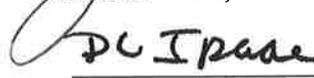
Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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).



1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Valerie Baron
SMD 1A04 – Sadaf Mortezaei
SMD 1A07 – Sharon Farmer
SMD 1A10 – Rashida Brown

SMD 1A02 – Vickey A. Wright-Smith
SMD 1A05 – Christine Miller
SMD 1A08 – Kent C. Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Zach Rybarczyk
SMD 1A06 – Angelica Castañon
SMD 1A09 – Bobby Holmes
SMD 1A12 – Margaret Hundley

SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 10 day of January, 2018, by and between No Kisses Wolfman, LLC, t/a Sonny’s Square Pie/Sister Bar (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class “C” Restaurant for a business establishment located at 3120 Georgia Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a restaurant style establishment.
3. **Hours of Operation and Sales.** The Applicant’s hours of operation shall be as follows;

Sunday through Thursday 8:00 am – 2:00 am,
Friday and Saturday 8:00 am – 3:00 am

The Applicant’s hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 10:00 am – 2:00 am
Friday and Saturday 10:00 am – 3:00 am

Advisory Neighborhood Commission 1A
3400 11th Street NW #200
Washington, DC 20010

The Applicant's hours for selling and serving alcohol on the rear Summer Garden shall be as follows:

Sunday through Thursday 10:00 am – 10:00 pm
Friday and Saturday 10:00 am – Midnight

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the ground floor of the building and summer gardens. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise, Entertainment, and Privacy:**
 - a. Applicant will strictly comply with D.C. Official Code § 25-725. Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant and summer garden that may be heard in surrounding resident's homes. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
 - b. Applicant may offer entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a juke box, a television, a radio, or other prerecorded music.
 - c. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.
 - d. Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: no littering, no loitering, and no excessive noise.
6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
7. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the

request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

9. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, the party 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 emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or Licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursue such cure), such failure shall constitute a cause for the ANC to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25- 446(e). 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:

No Kisses Wolfman, LLC,
t/a Sonny's Square Pie/Sister Bar
3120 Georgia Avenue, NW
Washington, DC
Attn: Max Zuckerman
(202) 980-8867

If to Protestants:

Advisory Neighborhood Commissions 1A
3400 11th Street, NW
Washington, DC
Attn: Kent Boese, Chairman
202- 944-8111

No Kisses Wolfman, LLC

Signature: _____

Print Name: _____

MAX ZUCKERMAN

ANC1A

Signature: _____

Print Name: _____

Rashida Brown