

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

**In the Matter of:**

J. Paul's DC, LLC  
t/a J Paul's

Application for Substantial Change  
(Entertainment Endorsement)  
to a Retailer's Class CR License

at premises  
3218 M Street, N.W.  
Washington, D.C. 20007

Case No. 14-PRO-00056  
License No. ABRA-072358  
Order No. 2015-068

J. Paul's DC, LLC, t/a J Paul's (Applicant)

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Pamla H. Moore, President, Citizens Association of Georgetown (CAG)

**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 AND WITHDRAWAL  
OF PROTESTS OF ANC 2E AND CAG**

The Application filed by J. Paul's DC, LLC, t/a J Paul's, for a Substantial Change to include an Entertainment Endorsement, to its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 29, 2014 and a Protest Status Hearing on October 22, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG entered into a Settlement Agreement (Agreement) in 2014, 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 Ron Lewis, on behalf of ANC 2E; and Pamla H. Moore, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG of this Application.

Accordingly, it is this 25<sup>th</sup> day of February, 2015, **ORDERED** that:

1. The Application filed by J. Paul's DC, LLC, t/a J Paul's, for a Substantial Change to include an Entertainment Endorsement, to its Retailer's Class CR License, located at 3218 M Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **DISMISSED**;
3. The above-referenced Settlement Agreement entered in 2014, submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 6 (Withdrawal of Protest) – This Section shall be removed.

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Ruthanne Miller, Chairperson



\_\_\_\_\_  
Nick Alberti, Member



\_\_\_\_\_  
Donald Brooks, Member



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Herman Jones, Member



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Mike Silverstein, Member



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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 14<sup>th</sup> 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 this \_\_\_\_\_ date of \_\_\_\_\_, 2014, by and between Advisory Neighborhood Commission 2E ("ANC 2E"), the Citizens Association of Georgetown ("CAG"), and J. Paul's DC, LLC t/a J. Paul's ("Applicant").

### RECITALS

WHEREAS, Applicant is the holder of a Retailers License Class CR;

WHEREAS, Applicant has applied for an entertainment endorsement;

WHEREAS, ANC 2E has protested the entertainment endorsement;

WHEREAS, CAG has protested the entertainment endorsement;

WHEREAS, the parties desire to enter into this Agreement to address the concerns of ANC 2E;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated by reference.
2. Closing of Windows. Applicant shall during any time when live entertainment or a D.J. is offered in the establishment, keep the windows of the establishment closed.
3. Pub Crawls and Promoters. Applicant shall not participate in pub crawls. Applicant shall not make use of "Outside Promoters". An "Outside Promoter" is defined as an individual who is not on Applicant's payroll or a business entity which is not controlled by Applicant or by Applicant's principals or employees.
4. Noise from Live Entertainment. Live entertainment in Applicant's premise shall not be audible in any residence.
5. Final and Complete Agreement. This Agreement represents the full and complete Agreement between the parties.
6. Withdrawal of Protest. Protestants agree to suspend their protest for a period of six months to evaluate applicant's compliance with this agreement. The parties agree that this Agreement is incorporated into the Board's order approving issuance of the License and compliance with this Agreement by Applicant is required by such Order. Protestants agree to withdraw this protest after the Applicant substantially complies with this agreement during the six month evaluation period.
7. Notice. Any notice which may be given hereunder shall be deemed to have been given if sent by Registered or Certified Mail, postage prepaid, return receipt requested, or recognized overnight carrier, as follows:

If to Protestant:

ANC 2E

Ron Lewis, Chair  
3265 S Street NW,  
Washington, DC 20007

If to Applicant:

J. Paul's DC, LLC  
c/o Capital Restaurant Concepts  
1305 Wisconsin Ave NW,  
Washington, DC 20007

If to Citizens Association of Georgetown:

Citizens Association of Georgetown  
1365 Wisconsin Avenue NW  
Washington DC 20007

8. Counterparts. This Agreement may be executed, simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

9. Construction. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

J. Paul's DC, LLC

BY: 

Print Name: Bechara Nammou

Title: President

ANC 2E

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Citizens Associations of Georgetown

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

J. Paul's DC, I.L.C

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ANC 2E

BY: Ron Lewis

Print Name: Ron Lewis

Title: Chair

Citizens Associations of Georgetown

BY: Paula H. Moore

Print Name: PAULA H. MOORE

Title: PRESIDENT