

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

_____)	
In the Matter of:)	
)	
NPB Group, LLC)	
t/a Georgetown Piano Bar)	
)	
Holder of a)	License No. ABRA-095632
Retailer's Class CT License)	Order No. 2016-010
)	
at premises)	
3287 M Street, N.W.)	
Washington, D.C. 20007)	
_____)	

NPB Group, LLC, t/a Georgetown Piano Bar (Licensee)

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

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

On June 23, 1995, CAG and a previous holder of a Retailer's Class CT license for the premises located at 3287 M Street N.W., entered into a Settlement Agreement (1995 Agreement). NPB Group, LLC, t/a Georgetown Piano Bar, (Licensee), as the subsequent and current holder of that license is required to comply with the terms of the 1995 Agreement, because it governs the operations of the Licensee's establishment.

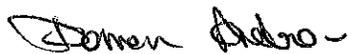
This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated December 11, 2015, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Robert P. vom Eigen, on behalf of CAG, are signatories to the Amendment.

Accordingly, it is this 6th day of January, 2016, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated December 11, 2015, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and CAG.

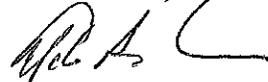
District of Columbia
Alcoholic Beverage Control Board



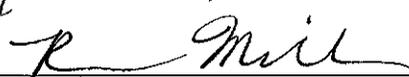
Donovan Anderson, Chairperson



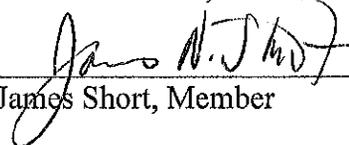
Nick Alberti, Member



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).

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT TO SETTLEMENT AGREEMENT made DECEMBER 11, 2015 by and between NPB Group LLC t/a Georgetown Piano Bar, a District of Columbia limited liability corporation having its principal place of business at 3287 M Street, NW, Washington DC ("Licensee") and the Citizens Association of Georgetown, a District of Columbia not-for-profit corporation having its principal office 1365 Wisconsin Avenue, NW, Washington DC ("CAG").

WITNESSETH

WHEREAS, Licensee holds a Class CT retail liquor license #95632 for an establishment known as "Georgetown Piano Bar" located at 3287 M Street, NW Washington DC; and

WHEREAS, Licensee and CAG entered into a Settlement Agreement ("SETTLEMENT AGREEMENT") dated June 23, 1995; which was amended on February 19, 1999; and amended again on June 5, 2001; and

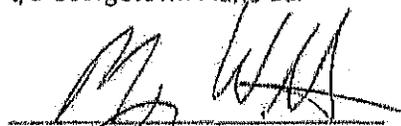
WHEREAS, SETTLEMENT AGREEMENT, to include all amendments, was approved by the Alcoholic Beverage Control Board and is in full force and effect; and

NOW, THEREFORE, the parties hereto agree as follows:

1. The following sentence shall be deleted from Section 2.13 of SETTLEMENT AGREEMENT to reflect the allowance of Licensee (referred to as APPLICANT) to present live entertainment:
 - a. "APPLICANT will not present any form of live entertainment in the Establishment".
2. Except as otherwise specifically provided herein, SETTLEMENT AGREEMENT and all amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO SETTLEMENT AGREEMENT as of the date first written above.

NPB Group LLC
t/a Georgetown Piano Bar


Morgan Williams, Managing
Member

Citizens Association of
Georgetown


Robert P vom Eigen, President

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

In the Matter of :)
)
Georgetown Biblioteque, Inc.)
t/a Sports Fans)
)
Application for a Retailer's License) **Case No. 11913-99031P**
CR - renewal)
at premises)
3287 M Street, N.W.)
Washington, D.C.)
)

Patrick Allen, Chair, ABC Committee, The Citizens Association of Georgetown, and Jonda McFarlane, Chair, on behalf of the Advisory Neighborhood Commission 2E, Protestants

Britt Swan, President, on behalf of Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Allen Beach, Member
Ellen Opper-Weiner, Esquire, Member
Max Salas, Member
Audrey E. Thompson, Member
Joseph Wright, Member**

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on January 6, 1999, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Patrick Allen, Chair, ABC Committee, The Citizens Association of Georgetown, and Jonda McFarlane, Chair, on behalf of the Advisory Neighborhood Commission 2E, filed timely protests letters dated December 16, 1998 and November 17, 1998.

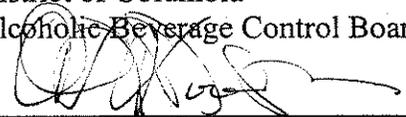
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated February 19, 1999, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

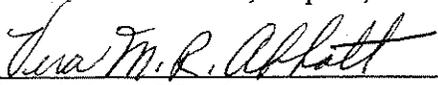
Georgetown Biblioteque, Inc.
t/a Sports Fans
Page two

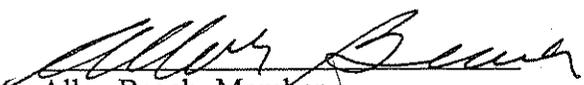
Accordingly, it is this 13th day of Feb 1999, **ORDERED** that:

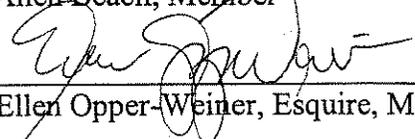
1. The protests of Patrick Allen, Chair, ABC Committee, The Citizens Association of Georgetown, and Jonda McFarlane, Chair, on behalf of the Advisory Neighborhood Commission 2E, be, and the same hereby, are **WITHDRAWN**;
2. The application of Georgetown Biblioteque, Inc. t/a Sports Fans for a retailer's class CR license (renewal) located at 3287 - M Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

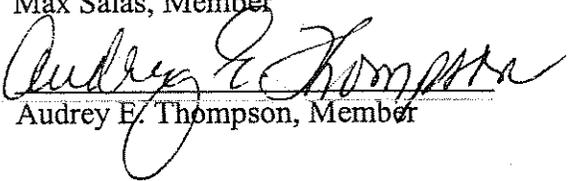
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Allen Beach, Member


Ellen Opper-Weiner, Esquire, Member

Max Salas, Member

Audrey E. Thompson, Member

Joseph Wright, Member

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)
)
Georgetown Bibliotheque, Inc.)
T/a Sports Fans)
)
Application for a Retailer's)
Class CT - renewal)
at premises)
)
3287 M Street, NW)
Washington, DC)
)

Case No. 11913-01/029P

**Peter Pulsifer, Chair, Advisory Neighborhood Commission 2E (ANC 2E),
Protestant**

Dimitri P. Mallios, Esquire, on behalf of Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
CHARLES A. BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY A. MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY E. THOMPSON, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on March 21, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Peter Pulsifer, Chair, ANC 2E, dated March 6, 2001.

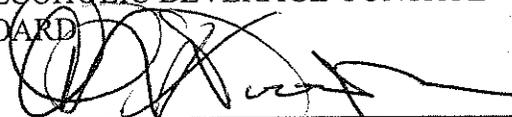
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 5, 20001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

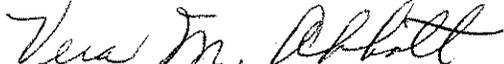
Georgetown Bibliotheque, Inc.
T/a Sports Fan
Page 2

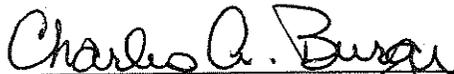
Accordingly, it is this 30TH day of June 2001, **ORDERED** that:

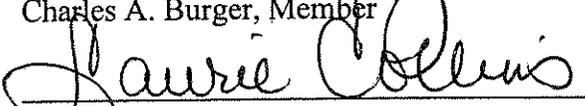
1. The opposition of Peter Pulsifer, Chair, ANC 2E, be, and the same hereby is **WITHDRAWN**;
2. The application of Georgetown Bibliotheque, Inc., t/a Sports Fans, for a retailer's class CT license (renewal) at premises 3287 M Street, NW, Washington, DC, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

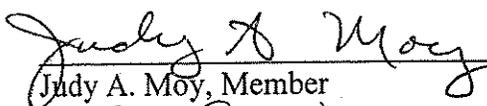
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

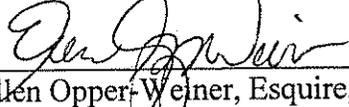

Roderic L. Woodson, Esquire, Chair

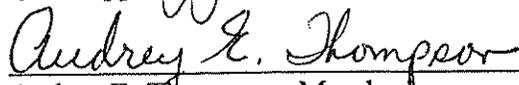

Vera M. Abbott, Member


Charles A. Burger, Member


Laurie Collins, Member


Judy A. Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

SETTLEMENT AGREEMENT

Settlement Agreement made this 23rd day of June 1995 by and between GEORGETOWN BIBLIOTHEQUE, INC., t/a Sports Fans, a District of Columbia corporation having its principal place of business at 3287 M Street, N.W., Washington, D.C. ("APPLICANT"), and the CITIZENS ASSOCIATION OF GEORGETOWN, a District of Columbia not-for-profit corporation having its principal office at 3222 N Street, N.W., Washington, D.C. ("PROTESTANT").

WITNESSETH

WHEREAS, APPLICANT has applied for the renewal of a Class CT retail liquor license for a licensed establishment known as "Sports Fans" located at 3287 M Street, N.W., Washington, D.C. (the "Establishment"); and

WHEREAS, PROTESTANT has filed a protest in opposition to such renewal pursuant to Section 14(b) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. PROTESTANT withdraws its protest in opposition to the APPLICANT'S pending application and will advise the Alcoholic Beverage Control Board of its non-opposition to said application, in consideration of and in reliance upon the commitments reflected below.

2. APPLICANT in consideration of the above-noted withdrawal agrees to the following:

2.1. APPLICANT will use its best efforts to obtain space for a kitchen in the Establishment and, if such kitchen is installed, also use its best efforts to achieve food sales comprising at least fifteen percent (15%) of the gross receipts from the operation of the Establishment.

2.2. APPLICANT will not sponsor or otherwise allow on the premises of the Establishment wet T-shirt contests, or events in the nature of "beefcake" contests or "cheesecake" contests. APPLICANT will not employ a "barker" or engage in any practice outside the premises which encourages passers-by to enter.

2.3. APPLICANT will not hang banners or display similar large temporary advertisements on the exterior of the establishment at any time after the execution of this Agreement.

2.4. APPLICANT will provide free parking for three of its employees. In addition, if the Georgetown Business and Professional Association ("GBPA") reinstates its validated discount parking program, the APPLICANT will participate in such program.

2.5. APPLICANT will use its best efforts to insure that no patrons leave the Establishment carrying alcoholic beverages.

2.6. APPLICANT will take all reasonable measures to assure that the sidewalk in front of the establishment is free from trash and litter at all times. Without limiting the generality of the foregoing sentence, APPLICANT will have a designated doorman police the sidewalk in front of the Establishment every day at the close of business and will cause the sidewalk in front of the Establishment to be swept clean each morning before 10:00am.

2.7. APPLICANT agrees that all waitpersons will be at least 18 years of age and all bartenders will be at least 21 years of age and that all such persons will, prior to being employed, provide the documentation required by D.C. law and regulations as proof of age. APPLICANT agrees that all managers will be at least 21 years of age and that all such persons will, prior to being employed, provide the documentation required by D.C. law and regulations as proof of age, so long as consistent with laws prohibiting discrimination on grounds of age.

2.8. APPLICANT will require that, during all hours that the Establishment is open to the public, a manager be on duty who has completed the TIPS program.

2.9. APPLICANT will require that all waitpersons and bartenders receive TIPS training.

2.10. APPLICANT will employ doormen who will be instructed to require from all customers who seek admission to the Establishment and who appear to be less than 21 years of age the documentation permitted by D.C. law and regulations as proof of age. The APPLICANT will also establish a method of identification, through the use of handstamps, wristbands or otherwise, of those persons who are 21 years of age or older. APPLICANT will require all bartenders and waitpersons to establish that any person to whom they serve alcoholic beverages has the identification establishing that he or she is 21 years of age or older.

2.11. APPLICANT will post prominently one or more posters designed to prevent underage drinking, such as those provided free of charge by the Century Council.

2.12. APPLICANT will not provide "happy hour" promotions of alcoholic beverages.

2.13. APPLICANT will not present any form of live entertainment in the Establishment. APPLICANT will ensure that

music or other sound generated within the Establishment will not be audible outside the Establishment.

2.14. APPLICANT will limit ingress of patrons so that at no time are there more persons on the premises than allowed by the maximum room and total occupancy requirements of D.C. law and fire regulations applicable to the Establishment.

2.15. APPLICANT will use its best efforts to control patrons waiting outside for access to the Establishment so that an orderly line is maintained without causing noise and disturbance to pedestrians or residents. APPLICANT will use its best efforts to employ off-duty D.C. police officers to supervise persons waiting to enter the Establishment, but, if the APPLICANT is not able to employ such officers, it will nevertheless employ other persons to perform this function.

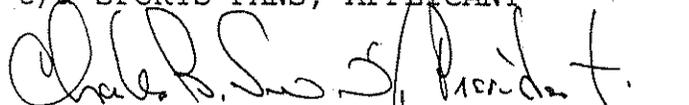
3. APPLICANT agrees that any additional terms and conditions of the license hereafter issued to APPLICANT are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein. The parties agree that any failure of APPLICANT to adhere to the terms and conditions of this Agreement would constitute grounds for the PROTESTANT to petition the Alcoholic Beverage Control Board for issuance of an order to show cause.

4. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.

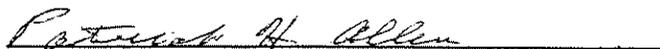
5. The terms of this Agreement shall be binding upon and enforceable against the successors and assigns of the APPLICANT during the term of the license to which the Agreement applies.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

GEORGETOWN BIBLIOTHEQUE, INC
t/a SPORTS FANS, APPLICANT


By: Charles B. Swan, President

CITIZENS ASSOCIATION OF GEORGETOWN, PROTESTANT


By: Patrick H. Allen
Chairman, ABC Committee

#11913

ABRA
rec'd. 6/5/01 10:25 AM
MZG

SETTLEMENT AGREEMENT

Settlement Agreement made this ^{5th} day of ~~April~~ ^{JUNE}, 2001, by and between GEORGETOWN BIBLIOTHEQUE, INC., t/a Sports Fans, a District of Columbia corporation having its principal place of business at 3287 M Street, N.W., Washington, D.C. (APPLICANT"), and ADVISORY NEIGHBORHOOD COMMISSION 2E, having its principal office at 3265 S Street, N.W., Washington, D.C. ("PROTESTANT").

WITNESSETH:

WHEREAS, APPLICANT has applied for the renewal of a Class CT retail liquor license for a licensed establishment known as "Sports Fans" located at 3287 M Street, N.W., Washington, D.C. (the "Establishment"); and

WHEREAS, PROTESTANT has filed a protest in opposition to such renewal pursuant to Section 14(b) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. PROTESTANT withdraws its protest in opposition to the APPLICANT's pending application and will advise the Alcoholic Beverage Control Board of its non-opposition to said application, in consideration of and in reliance upon the commitments reflected below.

2. APPLICANT in consideration of the above-noted withdrawal agrees that it will continue to operate its business pursuant to the Action Plan, a copy of which is attached hereto, which was previously submitted to the ABC Board.

3. APPLICANT agrees that any additional terms and conditions of the license hereafter issued to APPLICANT are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein. The parties agree that any failure of APPLICANT to adhere to the terms and conditions of this Agreement would constitute grounds for the PROTESTANT to petition the Alcoholic Beverage Control Board for issuance of an order to show cause.

4. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.

5. The terms of this Agreement shall be binding upon and enforceable against the successors and assigns of the APPLICANT during the term of the license to which the Agreement applies.

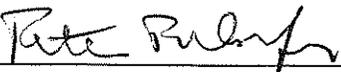
6. Prior Settlement Agreements, including the attached hereto dated April 28, 1997, by and between Georgetown Bibliotheque, Inc. and Citizens Association of Georgetown, is hereby re-confirmed and is incorporated as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

GEORGETOWN BIBLIOTHEQUE, INC.
t/a Sports Fans, APPLICANT

By 
Britt Swan, President

ADVISORY NEIGHBORHOOD COMMISSION 2-E
PROTESTANT

By 
Peter Pulsifer, Chair

SETTLEMENT AGREEMENT

Settlement Agreement made this 19th day of February, 1999 by and between GEORGETOWN BIBLIOTHEQUE, INC., t/a Sports Fans, a District of Columbia corporation having its principal place of business at 3287 M Street, N.W., Washington, D.C. ("APPLICANT"), the CITIZENS ASSOCIATION OF GEORGETOWN, a District of Columbia not-for-profit corporation having its principal office at 3222 N Street, N.W., Washington, D.C. ("CAG") and ADVISORY NEIGHBORHOOD COMMISSION 2E, a District of Columbia governmental entity, having its principal office at _____ Wisconsin Avenue, N.W., Washington, D.C. 20007 ("ANC"), CAG and the ANC are sometimes hereinafter referred to as the "PROTESTANTS".

WITNESSETH

WHEREAS, APPLICANT has applied for the renewal of a Class CT retail liquor license for a licensed establishment known as "Sports Fans" located at 3287 M Street, N.W., Washington, D.C. (the "Establishment"); and

WHEREAS, the PROTESTANTS have filed protests in opposition to such renewal pursuant to Section 14(b) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, CAG and APPLICANT have entered into a Settlement Agreement dated June 23, 1995 (the "Settlement Agreement") pursuant to which APPLICANT has agreed to certain restrictions on the operation of the Establishment; and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Each PROTESTANT withdraws its protest in opposition to the APPLICANT'S pending application and will advise the Alcoholic Beverage Control Board of its non-opposition to said application, in consideration of and in reliance upon the commitments reflected below.

2. APPLICANT in consideration of the above-noted withdrawal agrees to the following:

2.1. Except as otherwise provided in this Agreement, the provisions of the Settlement Agreement are incorporated herein and made a part hereof by reference and APPLICANT shall abide by such provisions as if they were fully set forth in this Agreement.

2.2. APPLICANT will not serve alcoholic beverages to persons who appear to be intoxicated. APPLICANT will not provide "happy hour" or other short term promotions of alcoholic beverages at prices lower than its standard price for such beverages.

2.3 In advertising the Establishment, APPLICANT will not distribute leaflets or flyers on the campus or in the buildings or residence halls of Georgetown University or any other university or school in the Washington, D.C. metropolitan area. In addition, APPLICANT will ensure, through contractual provisions or otherwise, that any person who or which rents all or a portion of the Establishment for a private event abides by the foregoing prohibition on the distribution of leaflets or flyers.

2.3. APPLICANT will post prominently one or more posters advising patrons of the Establishment that Georgetown is a residential community and that making loud noise, engaging in disorderly conduct or otherwise disturbing the peace are subject to arrest and banishment from the Establishment. APPLICANT shall instruct its doormen to remind all patrons leaving the Establishment after midnight of the need to respect the peace and quiet of the neighborhood.

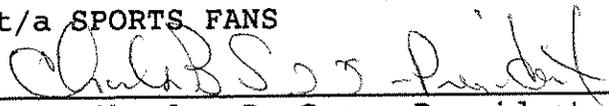
3. APPLICANT agrees that any additional terms and conditions of the license hereafter issued to APPLICANT are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein. The parties agree that any failure of APPLICANT to adhere to the terms and conditions of this Agreement would constitute grounds for the PROTESTANT to petition the Alcoholic Beverage Control Board for issuance of an order to show cause.

4. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.

5. The terms of this Agreement shall be binding upon and enforceable against the successors and assigns of the APPLICANT.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

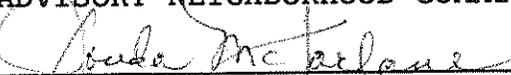
GEORGETOWN BIBLIOTHEQUE, INC.
t/a SPORTS FANS


By: Charles B. Swan, President

CITIZENS ASSOCIATION OF GEORGETOWN


By: Patrick H. Allen
Chairman, ABC Committee

ADVISORY NEIGHBORHOOD COMMISSION 2E


By: Jonda McFarland, Chair

9506270031

LAW OFFICES

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PHILIP N. MARGOLIUS+
RICHARD T. TOMAR+
KARL E. DAVIS+
GARY A. STEIN+
RANDY ALAN WEISS, P.C.+^o
EUGENE G. HOROWITZ
SHARON M. GOLEY^o
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FAIRFAX, VIRGINIA 22030

June 23, 1995

JUN 27 1995

Ms. Laura Byrd
District of Columbia
Alcoholic Beverage Control Board
614 H Street, N.W.
Washington, D.C. 20001

Re: Georgetown Bibliotheque, Inc.
t/a Sports Fans
3287 M Street, N.W.
Ret. CT - renewal
Case No. 11913-95004P

Dear Laura:

Enclosed herewith is a Settlement Agreement settling and resolving this matter.

Sincerely yours,



Dimitri P. Mallios

DPM:js

Enclosure