

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

|                                    |   |                         |
|------------------------------------|---|-------------------------|
| <b>In the Matter of:</b>           | ) |                         |
|                                    | ) |                         |
| Catrachitos Restaurant, Inc.       | ) |                         |
| t/a Catrachitos Restaurant         | ) |                         |
|                                    | ) |                         |
| Applicant for a New                | ) |                         |
| Retailer's Class CR License        | ) | License No. ABRA-095465 |
|                                    | ) | Order No. 2015-003      |
| at premises                        | ) |                         |
| 4608 14 <sup>th</sup> Street, N.W. | ) |                         |
| Washington, D.C. 20011             | ) |                         |

Catrachitos Restaurant, Inc., t/a Catrachitos Restaurant (Applicant)

Jared J. Standish and Michael Yates, Commissioners, Advisory Neighborhood Commission (ANC) 4C

**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 Catrachitos Restaurant, Inc., t/a Catrachitos Restaurant, Applicant for a new Retailer's Class CR License, located at 4608 14<sup>th</sup> Street, N.W., Washington, D.C., and ANC 4C have entered into a Settlement Agreement (Agreement), dated November 12, 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 Commissioners Jared J. Standish and Michael Yates, on behalf of ANC 4C, are signatories to the Agreement.

Accordingly, it is this 1<sup>st</sup> day of January, 2015, **ORDERED** that:

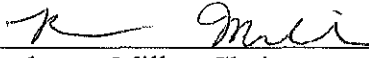
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 11 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant or the 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 to such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 4C.

District of Columbia  
Alcoholic Beverage Control Board

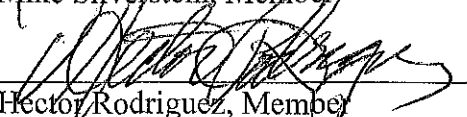
  
Ruthanne Miller, Chairperson

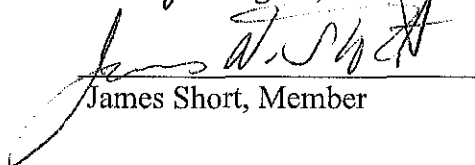
  
Nick Alberti, Member

  
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 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 ("Agreement") is made on this the 12th day of November, 2014 by and between Catrachitos Restaurant, Inc., License # ABRA-095465 ("Applicant"), and Advisory Neighborhood Commission ANC 4C ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, the Applicant has applied for a Class C License for Catrachitos Restaurant ("Establishment") located at 4608 14th Street, NW Washington, D.C. ("Premises");

WHEREAS, the Protestant has formally protested the issuance of the Applicant's license, but has communicated to the Applicant that the Commission's protest is conditional to the Parties entering into this settlement agreement.

WHEREAS, the Parties have agreed to enter into this formal Settlement 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 a Settlement 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.

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 Applicants, Juan Rios & Alfredo Maltez, will operate Catrachitos Restaurant. It will serve the residents of 14th Street and the surrounding 16th St. Heights neighborhood as a family-oriented restaurant serving Spanish & American Food Latin American restaurant, and will provide the community with food and alcoholic beverages, which includes beer, wine, and spirits.

Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. Hours of Operation and Sales. The Applicant's hours of operation shall be as follows:

**HOURS OF OPERATION**

Sunday through Thursday 6 am – 2 am Friday and Saturday 6 am – 3 am

**HOURS OF ALCOHOLIC BEVERAGE SALES**

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

4. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725.

5. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley adjacent to the establishment clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily and 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.

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

7. Loitering and Public Drinking. Applicant shall not tolerate customer loitering outside (front and back alley) of their establishment and will report any occurrence of public drinking or intoxication to MPD.

8. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the 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. Applicant also specifically agrees to be the sole owner of the ABC license.

9. Participation in the Community. Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 4C public meetings, which currently occur on the second Wednesday of each month at 6:30 p.m. at the Petworth Public Library, 4200 Kansas Ave NW Washington, D.C. 20011. Applicant, upon notice from the ANC shall send a representative of the

Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,

10. Noise. Applicant will reasonably maintain noise levels outside establishment to a minimum at all times. Including:

a. the appropriate waste management and recycling of glass bottles and glass containers. Such objects will not be hazariously disposed of in larger containers outdoors during evening hours after 8pm. Such actions result in extremely loud noise that consistently frustrates residential neighbors during evening hours.

b. Preventing the 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 Noise Control Act of 1977 (PL 2-530) as amended.

c. Keeping the door shut at all times to keep noise levels down when music is being played or a sound amplification device is in use, except when persons are in the act of using the door for ingress or egress from the premises.

d. Music or sounds from an amplification device will not be audible to surrounding neighborhood areas, except in the normal course of opening and closing doors.

e. Applicant agrees not to place outside in the public space any loudspeaker or music device in such a way that it projects loud sound into the neighborhood.

11. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it 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 an 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 the 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 pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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:

Juan Rios & Alfredo Maltez  
4608 14th St NW  
Washington, DC 20011  
202-957-3652

If to Protestants:

Advisory Neighborhood Commission

801 Shepherd St NW  
Washington, DC 20011  
Attn: (202) 723-6670

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

12. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC 4C

Jared J Standish / Secretary  
By: Printed Name

Jared Standish 11/24/14  
Signature

Michael Torres  
Signature SMD 4C #1  
Treasurer

APPLICANT:

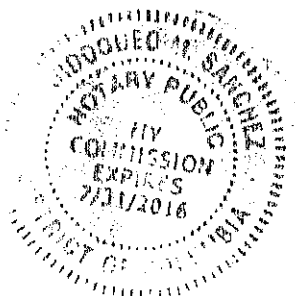
Juan Rios & Alfredo Maltez  
Catrachitos Restaurant Inc.

Juan Rios  
By: Printed Name

Alfredo Maltez  
By: Printed Name

[Signature]  
Signature

[Signature]  
Signature



District of Columbia: SS  
Subscribed and Sworn to before me by Juan Rios and Alfredo Maltez  
this 22nd day of November 2014  
[Signature]  
Mardoqueo M. Sanchez, Notary Public, D.C.  
My commission expires July 31, 2016