

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

In the Matter of:)
)
Riot Act DC, LLC)
t/a Penn Social)
)
Applicant for a Renewal of a)
Retailer's Class CX Multipurpose Facility License)
)
at premises)
801 E Street, N.W.)
Washington, D.C. 20004)
)

Case No. 13-PRO-00084
License No. ABRA-086808
Order No. 2013-573

Riot Act DC, LLC, t/a Penn Social (Applicant)

Kevin Wilsey, Chairperson, Advisory Neighborhood Commission (ANC) 2C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 2C**

The Application filed by Riot Act DC, LLC, t/a Penn Social, for renewal of its Retailer's Class CX Multipurpose Facility License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 17, 2013, and a Protest Status Hearing on August 7, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2C have entered into a Settlement Agreement (Agreement), dated September 3, 2013, 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 Chairperson Kevin Wilsey, on behalf of the ANC 2C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2C.

Accordingly, it is this 20th day of November, 2013, **ORDERED** that:

1. The Application filed by Riot Act DC, LLC, t/a Penn Social, for renewal of its Retailer's Class CX Multipurpose Facility License, 801 E Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2C in this matter is hereby **WITHDRAWN**;
3. 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 modifications:

Section 1 – The following language shall be added following the last sentence: “It is understood by the Parties that the requirement to provide sixty (60) days advance written notice to the ANC is for notice purposes only and does not confer any authority or approval rights to the ANC regarding the Licensee's future operations.”

Section 6 – This Section shall be modified to read as follows: “The Licensee shall prepare a security plan and submit the plan to ABRA. The Licensee shall adhere to the security plan in all material respects.”

Section 8 – The second sentence shall be modified to read as follows: “If the Licensee fails to respond adequately to any notice of perceived violation within ten (10) days of receipt, the ANC may file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e).”

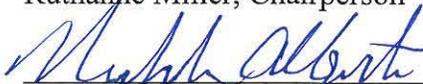
The parties have agreed to these modifications.

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

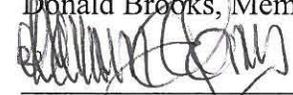
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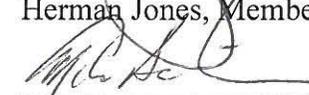
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this ^{30th} day of September, 2013, by and between Penn Social, LLC ("the Licensee"), and Advisory Neighborhood Commission 2C ("the ANC").

WITNESSETH

WHEREAS, the Licensee's application for renewal of a Class CX Alcoholic Beverage Control (ABC) license for premises 801 E Street, NW ("the Premises") is pending before the District of Columbia ABC Board; and,

WHEREAS, the ANC has protested said renewal application on the grounds of peace, quiet and order; and,

WHEREAS, the parties desire into this Settlement Agreement in order to evidence their understandings regarding conditions pursuant to which the ANC's protest may be withdrawn;

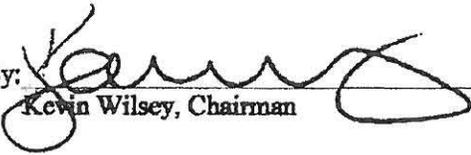
NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. The Licensee shall participate in the ABC Board/Metropolitan Police Department Reimbursable Detail program, whereby police officers will be assigned to patrol the immediate environs of the Premises from 11:30pm to 3:30am on Friday and Saturday nights; provided, that in the event that the Licensee shall avail itself of the ABC Board's Holiday Extension of Hours program (whereby licensed establishments may remain open until 4:00am), on all such occasions the Reimbursable Detail program shall operate from 12:30am to 4:30am. The Licensee shall emphasize to the assigned police officers, on a nightly basis, that their priority is to maintain, peace quiet and order in the immediate environs of the Premises. This Reimbursable Detail requirement shall expire on April 1, 2016, unless sooner renewed or extended by the parties hereto. In the event that the Licensee intends to discontinue its use of the Reimbursable Detail pursuant to the immediately foregoing sentence, the Licensee shall afford the ANC sixty (60) days advance written notice of such intention.
2. The Licensee's front (E Street) door shall remain closed (not propped open), other than for routine ingress and egress, after 7:30pm daily. The Licensee's patrons shall not be permitted to exit the Premises through that front door, except in emergency situations, after 10:00pm daily. The Licensee shall maintain existing signage regarding respect for residential neighbors (or the substantial equivalent thereto).
3. The Licensee's front (E Street) patio shall be closed (empty of patrons) by 9:00pm daily.

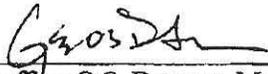
4. The Licensee's side (8th Street) patio shall be closed (empty of patrons) by 11:00pm daily.
5. The Licensee shall direct patrons who seek to depart the Premises for purposes of smoking to use the side (8th Street) door of the Premises. The Licensee will direct such patrons toward F Street, NW and away from the intersection of 8th and E Streets, NW. The Licensee shall seek to direct "food trucks" to park on 8th Street in the direction of F Street, NW and away from the intersection of 8th and E Streets NW.
6. The Licensee shall prepare a security plan and submit the same for ABC Board approval. Upon ABC Board approval, the Licensee shall adhere to the security plan in all material respects.
7. The Licensee will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. However, such latter restriction shall not preclude the Licensee from closing its premises to the general public for time to time in order to accommodate invitation only private functions.
8. In the event of perceived violations of the foregoing provisions by Licensee, the ANC shall provide written notice of such to the Licensee. If the Licensee fails to respond adequately to any notice of perceived violation within ten (10) days of receipt, the ANC may petition the ABC Board, pursuant to DC Code 25-446(e) for issuance of a notice to show cause in order to enforce the provisions of this Agreement.
9. The Licensee acknowledges that the ANC is relying on the foregoing commitments in electing hereby to withdraw its protest of the pending license renewal application. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ADVISORY NEIGHBORHOOD COMMISSION 2C

By:  9-3-13
Kevin Wilsey, Chairman

PENN SOCIAL, LLC

By:  9-3-2013
Geoffrey O.S. Dawson, Managing Member