

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

<b>In the Matter of:</b>	)	
	)	
The Griffin Group, LLC	)	
t/a Policy/Colada Shop	)	
	)	
Holder of a	)	License No.: ABRA-076804
Retailer's Class CR License	)	Order No.: 2016-645
	)	
at premises	)	
1904 14th Street, N.W.	)	
Washington, D.C. 20010	)	
	)	

The Griffin Group, LLC, t/a Policy/Colada Shop (Licensee)

Nicole Mann, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Joan Sterling, President, Shaw-Dupont Citizens Alliance (SDCA)

Charles H. Ellis III, Vice President, Dupont Circle Citizens Association (DCCA)

Elioyne Ferris, on behalf of the Neighborhood Group 1

Aileen Johnson, on behalf of the Neighborhood Group 2

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Mafara Hobson, Member  
Jake Perry, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that The Griffin Group, LLC, t/a Policy/Colada Shop (Licensee), ANC 2B, SDCA, DCCA, the Neighborhood Group 1, and the Neighborhood Group 2 have entered into a Settlement

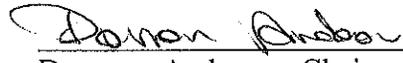
Agreement (Agreement), dated November 3, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Nicole Mann, on behalf of ANC 2B; Joan Sterling, on behalf of SDCA; Charles H. Ellis III, on behalf of DCCA; Elioy Ferris, on behalf of the Neighborhood Group 1; and Aileen Johnson, on behalf of the Neighborhood Group 2; are signatories to the Agreement.

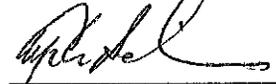
Accordingly, it is this 9th day of November, 2016, **ORDERED** that:

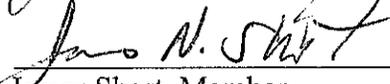
1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Licensee; ANC 2B; SDCA; DCCA; Elioy Ferris, on behalf of the Neighborhood Group 1; and Aileen Johnson, on behalf of the Neighborhood Group 2.

District of Columbia  
Alcoholic Beverage Control Board

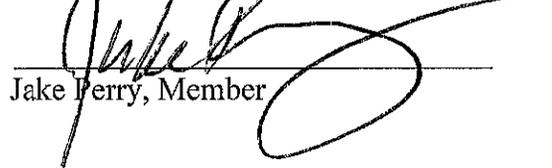
  
\_\_\_\_\_  
Donovan Anderson, Chairperson

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

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Mafara Hobson, Member

  
\_\_\_\_\_  
Jake Perry, 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 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 ("Settlement Agreement") is made and entered into this CA date of November 3, 2016, by and between The Griffin Group, LLC, t/a Policy ("Applicant"), Advisory Neighborhood Commission 2B ("ANC"), the Dupont Circle Citizens Association ("DCCA"), the Shaw Dupont Citizens Alliance ("SDCA"), and the group of      neighbors who have filed a Protest as further described below (hereinafter "Group of 5"), (ANC 2B, DCCA, SDCA, Group of 5 hereinafter referred to collectively as "Protestants").

WHEREAS, the Applicant has filed an application for a substantial change to its Retailer's License Class "CR" (ABRA-76804) with the District of Columbia Alcoholic Beverage Control Board ("ABC Board"), issued for the premises 1902-1906 14<sup>th</sup> Street, NW, Washington, DC;

WHEREAS, Applicant, ANC 2B, DCCA, SDCA and certain members of the Group of 5 entered into a Settlement Agreement dated November 4, 2013 to resolve the protest of Applicant's renewal application for licensure, which agreement was approved by Order on Settlement Agreement and Withdrawal of Protests entered by the Board on November 13, 2013;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the substantial change to the ABC license and withdraw their protests;

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

1. Noise Suppression. There shall be no loud or live music performed outside the Applicant's establishment (the "Establishment"). Applicant will request employees and patrons, by posting signs in the Establishment near each public place exit door, to be considerate of residents in the neighborhood by keeping conversations and noises at level that will not cause a disturbance when departing the Establishment or smoking outside the Establishment after 10:00 p.m. Applicant agrees that there will be no outdoor disposal of glass bottles after 9:00 p.m.
2. Hours of Operation. In general the applicant agrees to close their establishment at the following days and times:
  - Sunday to Thursday: Close no later than 2:00 a.m.
  - Friday and Saturday: Close no later than 3:00 a.m.

Additionally, the protestants agree to allow for extended holiday hours as allowed by law and approved by ABRA for the following holidays: New Year's Eve, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and extended days and hours approved for Presidential inaugurations.

3. Special Events. The Establishment will not advertise or host events that require a cover charge and/or utilize an outside promoter for any such event. Fundraisers, charitable events, holiday events, community events, nonprofit events and private celebrations are exempt from this provision.
4. Entertainment Endorsement. Live entertainment is limited to a live DJ (on the second floor only) as well as live music that does not impact surrounding residence. In addition, live entertainment (except that of DJ) cannot be connected to amplifiers or the sound system of the establishment. The provisions is intended to protect the peace and quiet of the neighborhood.
5. Deliveries. Applicant will request and encourage all of its vendors to make all deliveries of food, beverage and supplies between the hours of 9:00 a.m. and 6:00 p.m. Furthermore, Applicant will request and encourage all of its vendors to make all deliveries through the front entrance on 14<sup>th</sup> Street and that they not park their delivery vehicles on resident parking on T Street or if possible.. Applicant will encourage delivery drivers to park their vehicles in designated commercial loading zones in the area. Applicant will use commercially reasonable efforts to prevent any delivery or trash trucks servicing the Establishment from blocking residents' ingress to or egress from T Street.
6. Trash Pick-Up and Removal. Applicant will maintain regular trash/garbage removal service a minimum of four (4) times per week (days to be decided by owners and business necessity) only during the hours from 8:00 a.m. to 6:00 p.m. Applicant shall keep all trash and recycling dumpsters indoors in the designated trash rooms in the Building, except when moved outside for pick up. Applicant shall keep dumpster lids tightly closed and resistant to pests and rodents.
7. Removal of Grease and Oils. Applicant will store cooking grease and fatty oils in proper containers with tightly fitting lids and make sure containers are free and clean of grease from the outside, as required by the District department of the Environment (DDOE). Additionally, Applicant will provide for the proper removal of grease and fatty oils from the Establishment and will not deposit grease or fatty oils in dumpsters or down drains.
8. Litter and Debris Removal: Applicant will maintain the street and public space in the front of all Establishment entrances free of trash and litter in accordance with applicable D.C. regulations, and will inspect said area a minimum of once daily before days of operation to maintain a clean, tidy, and professional presence in these areas. Applicant, or its landlord, shall place appropriate containers outside the 14th Street entrance disposal of smoking material.
9. Sidewalk Café Provisions. Applicant will operate its sidewalk café in accordance with all regulations and as stipulated in its public space permit for a total of 16 seats on T Street and 8 seats on 14<sup>th</sup> Street. The sidewalk café seating at Policy is intended for full dining

only. The Applicant will take all reasonable measures to move patrons inside if not consuming food.

Policy may fully utilize the T Street entrance for customers of the Sidewalk Café. All queuing for T Street Sidewalk Café patrons must be staged inside the fencing, and regulated to prevent any extraneous noise that might potentially disturb the surrounding residents.

There will be no music permitted in the outdoor café. If neighbors feel there is an unreasonable amount of audible music outside of the establishment the Applicant agrees to take reasonable measures, in consultation with the affected neighbors, to abate the problem to the satisfaction of all parties.

There will be no heaters permitted in the sidewalk café.

All sidewalk café furniture must be removed nightly and taken inside the establishment at closing of the restaurant. The sidewalk café and the immediate surrounding area will be thoroughly cleaned and free of all debris every night at closing.

Spilled food must be picked-up daily, and not washed into the gutters and left as a food source for rodents.

Sidewalk Cafe will close at 11:00 PM Sunday through Thursday, and 12:00 Midnight Friday and Saturday.

10. Ingress, Egress and Queuing. No patron shall be allowed to enter or exit the Establishment at any location except the designated front entrance. Applicant will post a sign near the entrance where queuing might occur advising any queuing patrons to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not cause a disturbance.
11. Use of Stanchions and Ropes to Control Queuing. Applicant will not use stanchions with ropes of any kind to control queuing of patrons waiting on 14th Street to enter.
12. Parking. Applicant recognizes the importance of parking not only for its success and the convenience of its patrons, but also the Protestants' concern as to the potential impact of Applicant's patrons on street parking in the surrounding residential community. Applicant agrees that it shall follow a policy which includes notifying patrons and potential patrons on the Establishment's website of: (i) nearby available public parking options; and (ii) nearby public transportation, including subway and bus lines. The Applicant is encouraged to contract with a valet parking service, said valet shall, if permitted by DDOT, be staged on 14th Street, not on T Street, but in all cases as close as practical to the Establishment's main entrance.
13. Withdrawal of Protest. Protestants agree to the termination of the existing Settlement Agreement and the withdrawal of their protests upon execution of this Agreement and provided that this Settlement Agreement is incorporated in the ABC Board's order

issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this Settlement Agreement.

14. Informal Dispute Resolution. In the event any member of the Protestant groups has a concern regarding the operation of the Establishment, prior to involving the ANC, District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this Settlement Agreement, they shall contact the Establishment's general manager and meet and negotiate in good faith to resolve said concern.
15. Cure Periods and Enforcement Before ABC Board. In the event of an alleged violation by Applicant of this Settlement Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken, unless the violation be of such a nature that more immediate action is necessary, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation, but no less than ten (10) days (such 30-day or shorter period is hereinafter referred to as the "cure period").
16. Notice. Notice under this Voluntary Agreement shall be in writing, and may be given by registered mail, return receipt requested or by hand delivery. Notice shall be addressed:

**If to Applicant, to:** The Griffin Group, LLC  
t/a Policy  
1904 14<sup>th</sup> Street, NW  
Washington, DC 20009

**With copy to:** Andrew J. Kline, Esq.  
1225 19<sup>th</sup> Street, NW  
Suite 320  
Washington, DC 20036

**If to DCCA, to:** Dupont Circle Citizens Association  
9 Dupont Circle, NW  
Washington, DC 20036  
Attn: President (as named on website)

**If to ANC 2B, to:** Dupont Circle ANC 2B  
9 Dupont Circle  
Washington, DC 20036  
Attn: Chairman (as named on website)

**If to SDCA, to:** The Shaw-Dupont Citizens Alliance  
PO Box 73153  
Washington, DC 20056  
Attn: President (as named on website)

**If to Neighborhood Group 1, to:** Elwyn Ferris  
1417 T Street NW  
Washington, DC 20009

**If to Neighborhood Group 2, to:** Aileen Johnson  
1343 Wallach Place, NW  
Washington, DC 20009

17. Counterparts. This Settlement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but notice shall be a prerequisite to the filing of a show cause request with the ABC Board.

18. Representatives of Neighborhood Groups. If the party executing this Settlement Agreement as Neighborhood Group no longer resides within the boundaries of the Neighborhood Group, the rights and obligations of such party under this Settlement Agreement shall terminate and said party shall notify the ABC Board and other parties to this Settlement Agreement in writing prior thereto. Such notice shall designate another member of such group or groups, as said group's representative, which designation shall include each such other member's mailing addresses, and following such notice under this Settlement Agreement of the terminated representative.

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

**APPLICANT:**

The Griffin Group, LLC

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

Print Name: KULPAT MULLTANI

Title: PARTNER

**PROTESTANT:**

ANC 2B

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

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

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

If to Neighborhood Group 1, to: Elwyn Ferris  
1417 T Street NW  
Washington, DC 20009

If to Neighborhood Group 2, to: Aileen Johnson  
1343 Wallach Place, NW  
Washington, DC 20009

17. Counterparts. This Settlement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but notice shall be a prerequisite to the filing of a show cause request with the ABC Board.

18. Representatives of Neighborhood Groups. If the party executing this Settlement Agreement as Neighborhood Group no longer resides within the boundaries of the Neighborhood Group, the rights and obligations of such party under this Settlement Agreement shall terminate and said party shall notify the ABC Board and other parties to this Settlement Agreement in writing prior thereto. Such notice shall designate another member of such group or groups, as said group's representative, which designation shall include each such other member's mailing addresses, and following such notice under this Settlement Agreement of the terminated representative.

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

**APPLICANT:**

The Griffin Group, LLC

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

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

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

**PROTESTANT:**

ANC 2B

BY: Nicole Mann

Print Name: Nicole Mann

Title: Chair ANC 2B

SDCA:

BY: [Signature]  
Print Name: JOAN STERLING  
Title: PRESIDENT

DCCA:

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Neighborhood Group 1 - Protestant of Record

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Neighborhood Group 2 - Protestant of Record

BY: [Signature]  
Print Name: AILEEN JOHNSON  
Title: Representative

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

**APPLICANT:**

The Griffin Group, LLC

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

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

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

**PROTESTANT:**

**ANC 2B**

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

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

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

**SDCA**

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

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

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

**DCCA**

BY: *Charles H. Ellis III*

Print Name: Charles H. Ellis III

Title: DCCA 2nd VP

**Neighborhood Group – Protestant of Record**

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

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

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

**SDCA:**

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

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

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

**DCCA:**

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

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

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

**Neighborhood Group 1 – Protestant of Record**

BY: Elwyn Ferris

Print Name: ELWYN FERRIS

Title: DESIGNATED REPRESENTATIVE

**Neighborhood Group 2 – Protestant of Record**

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

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

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