

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

**In the Matter of:** )

1801 Corporation )  
t/a Pupatella )

Holder of a )  
Retailer's Class CR License )

at premises )  
1801 18th Street, NW )  
Washington, D.C. 20009 )

License No.: ABRA-025084

Order No.: 2020-306

1801 Corporation, t/a Pupatella, Licensee

Daniel Warwick, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2B

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, 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 1801 Corporation, t/a Pupatella (Licensee), and ANC 2B entered into a Settlement Agreement (Agreement), dated August 12, 2020, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 7th day of October, 2020, **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; and
2. Copies of this Order shall be sent to the Licensee and ANC 2B.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com  
*Donovan Anderson*  
Key: 4c420b2b59d5f094b73009361cc08

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com  
*James Short*  
Key: 547a37382b6d6a8119322A3294bc

James Short, Member

eSigned via SeamllessDocs.com  
*Bobby Cato*  
Key: 256d3fca0b6146d774b75bd7917d20d

Bobby Cato, Member

eSigned via SeamllessDocs.com  
*Rema Wahabzadah, Member*  
Key: b2ca46b695b74299b19b35b73ff16cf

Rema Wahabzadah, Member

eSigned via SeamllessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560a01845e1f8e4016155a5c12ff1cc

Rafi Crockett, Member

eSigned via SeamllessDocs.com  
*Jeni Hansen, Member*  
Key: 02172931f050944749180669c2a41899

Jeni Hansen, Member

eSigned via SeamllessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f896040ec14a1deb52541cc5

Edward S. Grandis, 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 StTeet, 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 12<sup>th</sup> day of August 2020 by and between 1801 Corporation t/a Papatella ("Licensee") and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

### W I T N E S S E T H

WHEREAS, Licensee has applied to Change the Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages ("Application") of its Retailer's Class "C" Restaurant License ABRA-025084 ("License") for a business establishment, Papatella, ("Establishment") located at 1801 18<sup>th</sup> Street, NW, Washington, DC 20009 ("Premises").

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Licensee's pending Application, conditioned upon the Licensee'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 mitigate concerns related to the potential impact of the operation of the Establishment on the surrounding community and to eliminate the need for a Protest Hearing regarding the pending Application.

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 Licensee manages and operates a Retailer's Class "C" Restaurant with a Sidewalk Café Endorsement with an emphasis on food.

**3. Interior Hours of Operation; Hours of Sales, Service, and Consumption of Alcoholic Beverages.**

**A. Interior Hours.** Licensee's interior Hours of Operation shall not exceed:

- Sunday through Thursday: 7:00am - 1:00am; and
- Friday & Saturday: 8:00am - 2:00am.

Licensee's Interior Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

- Sunday through Thursday: 8:00am - 1:00am; and
- Friday & Saturday: 8:00am - 2:00am.

**B. Provided that:**

- i. On days designated by the DC ABC Board as “Holiday Extension of Hours” Licensee may avail itself of the extended hours so provided;
- ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating and service hours (such as for Inauguration or World Cup) Licensee may avail itself of such extended hours for operation; sales and service of alcoholic beverages; and Entertainment; and
- iii. On January 1 of each year Licensee may operate; sell and serve alcoholic beverages until 2:00am; and

**4. Floors Utilized and Occupancy.** Licensee operates its Establishment on the ground floor and lower level of the building. The maximum occupancy of the interior premises shall not exceed 111 patrons. The Sidewalk Café seating and occupancy shall be no more than 85 (i.e. there will be no standing patrons who have been served). For the remainder of either or both the Mayor’s Public Emergency and Public Health Emergency in response to COVID-19, Parties agree that Licensee may exceed the maximum seat counts and occupancy loads established herein and may make necessary adjustments to its operations, including to the seating arrangements in the interior and exterior, as required or necessitated to allow for safe on-premises dining (interior or exterior) and adherence to the safety and health guidelines established by the DC Department of Health, ABRA, and other District of Columbia governmental agencies, as applicable, for the duration of the Public Health Emergency in the District of Columbia.

**5. Sidewalk Café.**

**A.** Licensee may have sidewalk café seating for 85 patrons and may serve alcoholic beverages to seated patrons in the sidewalk café premises. Licensee will direct its employees inspect the sidewalk café at least once per hour to ensure its cleanliness. No amplified music will be played on the sidewalk café.

**B.** Sidewalk Cafe Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

- Sunday through Thursday: 8:00am - 11:00pm; and
- Friday & Saturday: 8:00am–12:00am.

**6. Noise and Privacy.** Licensee will comply with D.C. Official Code § 25-725 and to that end shall take reasonable actions necessary to ensure that music, noise and vibration from the Establishment are not audible within nearby residential properties. If necessary, Licensee will take additional, reasonable measures to reduce noise emanating from the Establishment by keeping the doors (except for ingress and egress) and windows closed after 10:00pm.

**7. Public Space and Trash.** Licensee shall keep the sidewalk (up to and including the curb) and all associated tree box(es) clean and free of litter, cigarette butts, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Licensee shall police these areas with sufficient frequency to assure that refuse and other materials are promptly removed. Licensee 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. Licensee shall make a good faith effort to work with neighboring businesses on the potential installation of a communal trash compactor serving the site.

**8. Rats and Vermin Control.** Licensee shall provide rat and vermin control for its property. Licensee shall have the Establishment and the area around the front and back of the Premises properly cleaned at the end of each night to ensure that there is not garbage, cigarette butts, or odors present.

**9. License Ownership and Compliance with ABRA Regulations.** Licensee promises to Protestant that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to ABC licensees (including this Settlement Agreement), and agrees that Protestant shall have standing to ask the ABC Board to enforce any violations of the agreement.

**10. 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 Licensee 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 Licensee:           1801 Corporation t/a Papatella  
                                  1801 18<sup>th</sup> Street, NW  
                                  Washington, DC 20009  
                                  Attn: Cord Thomas, President  
                                  Phone: 703.732.2673  
                                  Email: cord@papatella.com

If to Protestant: Advisory Neighborhood Commission 2B  
9 Dupont Circle, NW  
Washington, DC 20036  
Attn: Daniel Warwick, Chair  
Email: 2B02@ANC.dc.gov

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.

**10. No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, Protestant shall refrain from filing a protest of Licensee's pending ABC license application or, if Protestant has already filed a protest of Licensee's pending ABC license application, Protestant shall withdraw said protest.

*[signatures on the following page]*

**PROTESTANT:**

Advisory Neighborhood Commission 2B

By:   
Daniel Warwick, Chair

Date: 8/17/2020

**LICENSEE:**

1801 Corporation t/a Papatella  
By: RD I Dupont, LLC, Sole Stockholder  
By: Papatella RD I LLC, Manager

By:   
Cord E. Thomas, President

Date: 8/13/2020