

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

In the Matter of:

District Pub Group, LLC
t/a Fainting Goat

Applicant for a New
Retailer's Class CT License

at premises
1330 U Street, N.W.
Washington, D.C. 20009

License No. ABRA-091244
Order No. 2013-165

District Pub Group, LLC, t/a Fainting Goat (Applicant)

Joan Sterling, on behalf of Shaw-Dupont Citizens Alliance, Inc. (SDCA)

Aileen Johnson, on behalf of A Group of Five or More Individuals

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

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by District Pub Group, LLC, t/a Fainting Goat, for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 25, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, SDCA, and A Group of Five or More Individuals have entered into a Settlement Agreement (Agreement) dated April 16, 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; Joan Sterling, on behalf of SDCA; and Aileen

Johnson, on behalf of A Group of Twelve Individuals, are signatories to the Settlement Agreement.


This Agreement constitutes a withdrawal of the Protests filed by SDCA and the Group of Five or More Individuals.

Accordingly, it is this 8th day of May, 2013, **ORDERED** that:

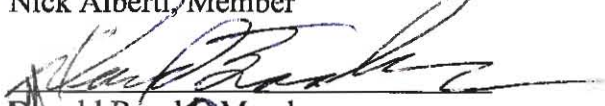
1. The Application filed by District Pub Group, LLC, t/a Fainting Goat, for a new Retailer's Class CT License, located at 1330 U Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of SDCA and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant; Joan Sterling, on behalf of SDCA; and Aileen Johnson, on behalf of A Group of Twelve Individuals.

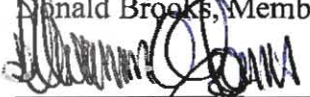
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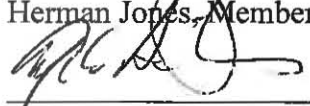
District of Columbia
Alcoholic Beverage Control Board


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.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of this 16th day of April, 2013, by and between District Pub Group, LLC t/a Fainting Goat (hereinafter "Applicant"), and Shaw-Dupont Citizens Alliance, Inc. (hereinafter "SDCA") and Aileen Johnson, designated representative of a group of 12 protestants (hereinafter "Group of 12 Protestants")¹ (SDCA and the Group of 12 Protestants hereinafter referred to collectively as the "Protestants").

WHEREAS, Applicant has filed an application with the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") for approval by the Alcoholic Beverage Control Board ("ABC Board") for issuance of a retailers' alcoholic beverage license Class CT (ABRA-091244), for the premises at 1330 U Street, NW, Washington, DC;

WHEREAS, SDCA and the Group of 12 Protestants have each filed a Protest with the ABC Board protesting the issuance of said license; and

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 issuance of the ABC license and withdraw their protests;

NOW THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **RECITALS INCORPORATED.** The recitals set forth above are incorporated herein by reference.

2. **HOURS.** Applicant's approved hours of operation will be: Sunday-Thursday from 8:00 AM until 2:00 AM, and Friday-Saturday from 8:00 AM until 3:00 AM. Provided, however, that notwithstanding these above restrictions to the contrary, Applicant may apply for not more than (8) extended Holiday Hours per calendar year and may apply for not more than six (6) one day substantial change requests per calendar year for special occasions.

3. **CLOSING TIME.** Last call will be announced ½ hour prior to closing, each night of operation.

¹ At the March 25, 2013 Roll Call hearing twelve (12) individuals were recognized as having standing to protest the application, as follows: Guy Podgornik, Douglas B. Johnson, Daniel Wittels, Ronald F. Dooms, Craig Brownstein, Joe R. Neel, Carolee R. Inskeep, Saskia Money, Holly Twyford, Elnora Dooms-Boe, Stanley J. Mayes, and Aileen Johnson.

4. **FOOD SERVICE.** The Applicant will make a good faith effort to sell and serve food. For purposes of this agreement, a "good faith" effort to sell or serve food will be met if the Applicant:

- a) Maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food items.
- b) Is open from at least 6:00 PM to 10:00 PM for the service of food to the public either : (i) a minimum of five (5) days per week or (ii) a minimum of four (4) days per week with the service of brunch for a minimum of four (4) hours on a Saturday or a Sunday.

Further, Applicant will be held to standard of Ten percent (10%) of the gross annual receipts from the sale of food.

5. **TRASH/GARBAGE/GREASE/RODENTS/RECYCLING.**

Applicant will maintain the alleyway immediately to the rear and the sidewalk in front of the Establishment as needed to keep them free of trash, snow and ice. Applicant will maintain the trash and dumpster area in an orderly and clean manner. Applicant will deposit trash and garbage in rodent proof dumpsters, and will keep dumpsters closed except for such times when trash and garbage is being added or removed. Applicant will make reasonable effort to eliminate accessible food sources for rodents and other animals. Applicant will provide the proper removal of grease and fatty oils from the establishment and will not deposit any of these items in the dumpster. Applicant, shall request that its trash and recycling contractors pick up the listed items between the hours of 8am and 6pm. Applicant will increase trash capacity to accommodate any long term increase in volume.

- a) Applicant will have trash /dumpster pickup by a commercial hauler no fewer than four (4) times per week.
- b) Glass bottles will not be handled outside the Establishment between the hours of 11:00PM and 8:00AM, but shall be stored in the interior of the Establishment until such hour when the bottles will then be disposed of in a dumpster or recycling container.

- c) Applicant will keep trash, recycling and oil barrels off of the alleyway, except when said items are being hauled away by commercial haulers. Further, no trash/ dumpster/or recycle container will be placed in the alleyway, or be permitted to block driving access through the alley at the rear of the Establishment.
- d) Applicant will provide rat and vermin control for its Establishment. Specifically, Applicant shall make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population by entering into a contract for extermination services that provides for extermination services at least Once per month.
- e) The Applicant will not clean cooking implements or other items in the alley. Further, Applicant will use green cleaning products when cleaning items behind the rear of the Establishment. Applicant will dispose of any soiled water in buckets into a working drain on the Establishment's property.

6. EXTERIOR ACTIVITIES INCLUDING PUBLIC SPACE. Applicant agrees that there will not be any deliveries of any type to the Establishment between the hours of 8:00 PM and 8:00 AM.

7. CONSIDERATION. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the Establishment to keep conversation and noise to a minimum when leaving the Establishment by placing signage in the Establishment reminding employees and patrons that neighboring streets are residential streets and to be mindful of minimizing noise and disturbances when traveling to neighboring residential streets after leaving the Establishment.

8. NOISE/MUSIC /AND SOUND CONTROL. Applicant acknowledges familiarity with and will strictly comply with noise control provisions of District of Columbia law and regulations, and D.C. Official Code Section 25-725, including but not limited to:

- a) Preventing emissions of sound, capable of being heard outside the premises, generated by employees or patrons, or generated by any musical instrument or amplification device or source of sound or noise, in accordance with D.C. Official Code. In recognition of noise concerns, Applicant will undertake sound attenuation measures with respect to noise generated from the interior space. Where feasible Applicant will incorporate use of materials in the walls

and ceilings to dampen loud sounds and noise. In addition, on the basement and 1st floor mezzanine levels at the back alley doors, separate interior walls removed several feet from the rear doors will be erected to reduce the levels of sound and noise. These spaces will be similar to, but much larger than, pocket vestibules with doors leading from the interior space into this pocket space to the rear doors.

- b) There will be no dance floor permitted in the Establishment.
- c) Applicant is permitted to have a disc jockey playing music. Any Live Music or Performance will cease 1 hour prior to closing. Rear doors and windows to the Establishment must be closed at all times during live performances, and other windows must be closed by 10PM.
- d) Applicant may contract with individuals and groups for events to be held at the establishment provided the Applicant remains in control of the operation of the establishment at all times, and will not rent out the Establishment to third party promoters for events where the owner or manager is not present and managing the business.

9. COMMUNICATION WITH RESIDENTS

For matters regarding the operation of the Establishment, neighbors may contact Establishment's General Manager, and if not satisfied, may contact the owners at the telephone numbers and email addresses provided to the Protestants' Designated Representatives.

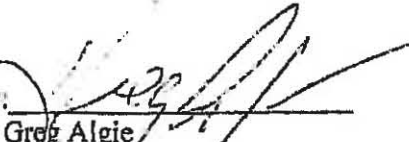
10. MODIFICATION. This agreement can be modified only by the Alcoholic Beverage Regulation Administration, or by mutual agreement of all the parties with the approval of ABRA.

11. REGULATIONS. In addition to the foregoing, applicant will operate in compliance with all applicable laws and regulations.


12. WITHDRAWAL OF PROTEST. Protestants hereby agree to withdraw their protests and to join with the Applicant in requesting that the ABC Board accept this Settlement Agreement as a condition of approval of the application. The withdrawal of the protests is contingent upon the text of the Settlement Agreement being incorporated in an Order of the Board granting Applicant's application and license.

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


APPLICANT:
DISTRICT PUB GROUP, LLC

By: 
Greg Algie
Managing Partner

PROTESTANTS:
SHAW-DUPONT CITIZENS
ALLIANCE, INC.

By: 
Joan Sterling
President

GROUP OF 12 PROTESTANTS

By: 
Aileen Johnson
Designated Representative

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