

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

In the Matter of:

EMB International, LLC
t/a Cafe Georgetown

Applicant for a New
Retailer's Class DR License

at premises
3141 N Street, NW
Washington, D.C. 20007

Case No.: 17-PRO-00039
License No.: ABRA-106108
Order No.: 2017-488

EMB International, LLC, t/a Cafe Georgetown (Applicant)

Jim Wilcox, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Robert P. vom Eigen, President, Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

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

The Application filed by EMB International, LLC, t/a Cafe Georgetown (Applicant), for a new Retailer's Class DR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 24, 2017, and a Protest Status Hearing on August 16, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated September 17, 2017, 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; Commissioner Jim Wilcox, on behalf of ANC 2E; and Robert P. vom Eigen, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 27th day of September, 2017, **ORDERED** that:

1. The Application filed by EMB International, LLC, t/a Cafe Georgetown (Applicant), for a new Retailer's Class DR License, located at 3141 N Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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, ANC 2E, and CAG.


District of Columbia
Alcoholic Beverage Control Board




Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Jake Perry, Member

Donald Isaac, Sr., 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 14th 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 17 th day of Sep 2017 by and between EMB International, LLC t/a Café Georgetown ("Applicant"), at 3141 N Street, NW, Washington, D.C. 20007, ABRA License # 106108, Advisory Neighborhood Commission 2E (the "ANC"), and Citizens Association of Georgetown ("CAG"), (collectively, the "Parties").

PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 2E community.

WITNESSETH

WHEREAS, Applicant has applied for a License Class DR for a full-service restaurant ("Establishment") serving various pastries, non-alcoholic specialty beverages, beer and wine at 3141 N Street, NW, Washington, D.C. 20007 (the "Premises");

WHEREAS, the ANC and CAG have concerns regarding the granting of this application;

WHEREAS, in recognition of the Alcoholic Beverage Control Board's (the "ABC Board") policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address the concerns of the ANC and CAG and to include this Agreement as a formal condition of its application, and (2) ANC and CAG agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this Agreement;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement.

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 Business.** Applicant will manage and operate a retailer's class "D" restaurant with an entertainment endorsement.
3. **Entry-door.** There shall be a separate entry door to the establishment inside the building. The existing exterior entry will be open during business hours. Applicant will pay for a separate, self-locking door for admission to the residential units at this property as well as signage agreeable to the parties to this agreement stating that admission through that entryway is for "Residents Only." They will be installed and maintained for the duration of this license.
4. **Entertainment.** Applicant's entertainment shall consist of conducting live interviews and broadcasting. Applicant shall not have live music.
5. **Hours of Operation.** Applicant's hours of operation, sales/service/consumption of alcoholic beverages, and entertainment shall be as follows:

Hours of Operation:

Sunday – Saturday: 6:00 A.M. to 12:00 midnight

Hours of alcoholic beverage sales, service and consumption:

Sunday – Saturday: 8:00 A.M. to 12:00 midnight

Hours of Entertainment:

Sunday – Saturday: 8:00 A.M. to 12:00 midnight

Holiday Hours: Applicant shall have the right to obtain ABC Board approval to extend the hours of operation and sale of alcoholic beverages to 2:00 a.m.

6. **Deliveries.** Applicant shall require its vendors to make all deliveries of food, beverages, and supplies from Wisconsin Avenue, not N Street, other than U.S. mail and other correspondence hand delivered, delivered by overnight delivery services or deliveries from an otherwise legally parked vehicle.
7. **Public Space and Trash.** Applicant will maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin and other pests. Applicant will dispose of all trash in the trash collection area located in the back of the establishment. No glass shall be disposed between 10:00 p.m. and 7:00 a.m. There shall be no dumping of bottles during these hours.
8. **Rats and Vermin.** Applicant shall enter into a pest control contract with a licensed pest

control company containing commercially reasonable terms. Contracted control services shall be performed no less than monthly. The contract will be made available for inspection by the parties upon 24 hour notice.

9. **Noise.** Applicant acknowledges familiarity with and agrees to comply with all applicable noise control provisions of DC law and regulations, including D.C. Code § 25-725 which prohibits noise from licensed premises of such intensity that it may be heard in any premises other than the licensed establishment. For the following purpose, noise includes any audible sound or any vibration. In addition, no noise will be generated at the licensed establishment that can be heard or felt by contiguous neighbors, including those with any adjoining wall, ceiling, or floor.
10. **Loitering.** Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises. Applicant shall direct its patrons not to loiter in front of the premises and shall deny access to the premises to any persons who do.
11. **Consumption of alcohol on Premises.** Applicant shall not sell alcohol in disposable containers nor otherwise facilitate patrons leaving the premises with alcohol.
12. **Smoking and Rear of the Premises.** No smoking shall be permitted within the establishment, and the Applicant agrees to make reasonable, good faith efforts to keep the rear doors and windows closed, except that the rear door may be opened in a fire or other emergency and also long enough to allow trash to be removed. Unless this license is modified at some future date, the Applicant, its representatives, employees, and patrons will not generate any noise in the rear yard of the establishment.
13. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of 48 hour notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within 48 hours, (or, with respect to a breach which reasonably requires more than 48 hours to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: EMB International, LLC t/a Café Georgetown
3141 N Street, NW
Washington, D.C. 20007
Attn: Emel Bayrak
Phone: 703-401-6482
e-mail: emelbayrak33@gmail.com

If to ANC: Advisory Neighborhood Commission 2E
P.O. Box 77876
Washington, DC 20013-7787
Attn: Lisa Palmer and Jim Wilcox
Phone: 847-334-0749
e-mail: 2e05@anc.dc.gov and 2E06@anc.dc.gov

If to CAG: Citizens Association of Georgetown
1365 Wisconsin Avenue, Suite 200
Washington, DC 20007
Attn: Robert P vom Eigen, President
Phone: 202-337-7313
e-mail: cagmail@cagtown.org

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.

11. Protest withdrawn. Upon execution of this Agreement by the Parties, the ANC and CAG shall withdraw its protests of the Applicant's pending license application.

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

The ANC:

Date: _____

Jim Wilcox, ANC2E

APPLICANT:

EMB International, LLC t/a Café Georgetown

By: Emel Bayrak
Emel Bayrak

If to ANC: Advisory Neighborhood Commission 2E
P.O. Box 77876
Washington, DC 20013-7787
Attn: Lisa Palmer and Jim Wilcox
Phone: 847-334-0749
e-mail: 2e06@anc.dc.gov and 2e06@anc.dc.gov

If to CAG: Citizens Association of Georgetown
1365 Wisconsin Avenue, Suite 200
Washington, DC 20007
Attn: Robert P vom Eigen, President
Phone: 202-337-7313
e-mail: cagmail@ca Georgetown.org

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.

11. Protest withdrawn. Upon execution of this Agreement by the Parties, the ANC and CAG shall withdraw its protests of the Applicant's pending license application.

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

The ANC:

Date: 9/17/07

Jim Wilcox, ANC 2E

APPLICANT:

EMB International, LLC t/a Café Georgetown

By: Emel Bayrak
Emel Bayrak

Date: 9/17/2017

CAG:
By: 
Robert P vom Eigen, President

Date: 9/17/2017