

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

In the Matter of:)

The Wing DC, LLC)
t/a The Wing)

Applicant for a New)
Retailer's Class CR License)

at premises)
1056 Thomas Jefferson Street, NW)
Washington, D.C. 20007)

Case No.: 18-PRO-00017
License No.: ABRA-108744
Order No.: 2018-145

The Wing DC, LLC, t/a The Wing (Applicant)

Joe Gibbons, Chairperson, 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
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by The Wing DC, LLC, t/a The Wing (Applicant), for a new Retailer's Class CR License, was protested by ANC 2E.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated March 28, 2018, 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; Chairperson Joe Gibbons, 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 Protest filed by ANC 2E.

Accordingly, it is this 4th day of April, 2018, **ORDERED** that:

1. The Application filed by The Wing DC, LLC, t/a The Wing, for a new Retailer's Class CR License, located at 1056 Thomas Jefferson Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

District of Columbia
Alcoholic Beverage Control Board

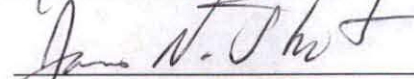


Donovan Anderson, Chairperson

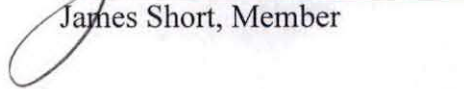
Nick Alberti, Member



Mike Silverstein, Member



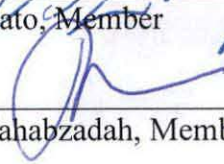
James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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 this 20 day of March, 2018, by and between The Wing DC, LLC *vs* The Wing ("Applicant"), Advisory Neighborhood Commission 2E ("ANC"), and the Citizens Association of Georgetown ("CAG"), (collectively the "Parties").
WITNESSETH

Whereas, Applicant has applied for a Retailer's Class C license to be located at 1056 Thomas Jefferson Street, NW (the "Premises");

Whereas, the parties desire to enter into an Agreement whereby the Applicant will agree to adopt certain measures to address concerns of ANC 2E and CAG and to include this Agreement as a formal condition of its application, ANC 2E and CAG will agree to the approval of such license provided that this Agreement is incorporated into the Board's order approving such 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. Hours of Operation. Applicant's hours of operation and sales/service of alcohol shall not exceed the following:

Sunday through Saturday: 8:00 am – 10:00 pm

Notwithstanding the foregoing, Applicant may apply for extended interior hours on holidays, inauguration week and for other special hours extensions which may be allowed by law.

2. 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.

3. Public Space and Trash. Applicant will make commercially reasonable efforts to 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, and further agrees to take reasonable measures to keep the containers closed and sealed when waste is not being disposed. Applicant shall take reasonable measures to ensure that the trash be taken off the public space no later than 8:00am. The trash bins shall not be visible from C&O Canal.

4. 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 quarterly.

5. Construction of Agreement. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a per se violation of this Agreement.

6. Deliveries. Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies, with the exception of pastries and baked goods, between the hours of 8:30am and 4:00pm.

7. 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 thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching party fails to cure within thirty (30) days, (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), 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:

The Wing DC, LLC t/a The Wing
1058 Thomas Jefferson Street, NW
Washington, DC 20007
Attn: Lauren Kassan
Phone: 202-902-9464
e-mail: lauren@the-wing.com

If to ANC:

Advisory Neighborhood Commission 2E
P.O. Box 77876
Washington, DC 20013-7787
Attn: Joe Gibbons, Chair
Phone: 202-838-2239
e-mail: 2e02@anc.dc.gov

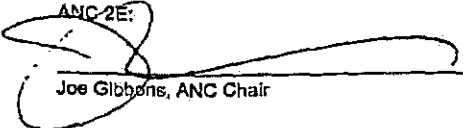
If to CAG:

Citizen's Association of Georgetown
1365 Wisconsin Avenue, Suite 200
Washington, DC 20007
Attn: Karen Cruse

8. 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.

ANC-2E:


Joe Gibbons, ANC Chair

APPLICANT:

The Wing DC, LLC /a The Wing

By: 
Lauren Kassen, Member

CAG:


By: _____
Robert vom Eigen, President