

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

In the Matter of:)
)
2100, LLC)
t/a Diego)
)
Application for Renewal of a)
Retailer's Class CR License)
)
at premises)
2100 14th Street, N.W.)
Washington, D.C. 20009)
_____)

Case No. 13-PRO-00027
License No. ABRA-085469
Order No. 2013-432

2100, LLC, t/a Diego (Applicant)

Christina Parascandola, President, Meridian Hill Neighborhood Association

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF
MERIDIAN HILL NEIGHBORHOOD ASSOCIATION**

The Application filed by 2100, LLC, t/a Diego, for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 13, 2013 and a Protest Status Hearing on July 24, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and Meridian Hill Neighborhood Association have entered into a Settlement Agreement (Agreement), dated August 5, 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 and Christina Parascandola, on behalf of Meridian Hill Neighborhood Association, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by Meridian Hill Neighborhood Association.

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. The Application filed by 2100, LLC, t/a Diego, for renewal of its Retailer's Class CR License, located at 2100 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Meridian Hill Neighborhood Association in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 3 (Extended hours) shall be removed.

Section 13 (Incorporation of Settlement Agreement into Applicant's alcohol license) – The following sentence shall be modified to read as follows: "Failure of the Applicant to correct violations of the conditions herein within thirty days of written notice of the violation shall be grounds to file a complaint with the Board pursuant to D.C. Official Code § 25-446(e)."

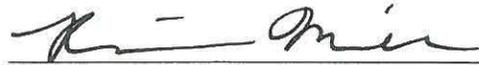
Section 14 (Conflict with Voluntary Agreement) shall be removed.

The parties have agreed to these modifications.

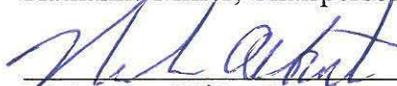
4. Copies of this Order shall be sent to the Applicant and Christina Parascandola, on behalf of Meridian Hill Neighborhood Association.

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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



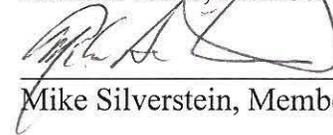
Nick Alberti, Member



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 AGREEMENT, made and entered into this ^{5th} of August 2013 by and between 2100 LLC (hereinafter the "Applicant"), and Meridian Hill Neighborhood Association, a neighborhood association duly incorporated under the laws of the District of Columbia and whose mission is to represent the interests of residents and residential property owners within its boundaries (hereinafter the "Protestant"), witnesseth:

ALCOHOLIC BEVERAGE
REGULATION ADMIN
HILL NEIGHBORHOOD ASSOCIATION
P 1: 56
ADRA

Whereas, the Applicant, 2100, LLC, trading as "Diego", has filed an application to renew alcohol license Number 085469, with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board"), for the operation of an establishment located at 2100 14th Street, NW, Washington, DC ("the Establishment");

Whereas, on December 1, 2010, the Board entered an Order on Voluntary Agreement and Withdrawal of Protest, incorporating the terms and conditions of a voluntary agreement between the Applicant and Advisory Neighborhood Commission 1B ("ANC 1B"), into the Applicant's license;

Whereas, the voluntary agreement with ANC 1B did not address several of Protestants' concerns related to peace, order and quiet;

Whereas, the Protestant has filed before the Board a protest opposing the renewal of Applicant's license;

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, the parties hereto enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Settlement Agreement as a formal condition of its application, and (2) Protestant will agree to the renewal of the license related to this application and to withdrawal of the Protest upon signing of this Settlement Agreement and provided that such agreement is incorporated into the Board's order renewing the license.

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of the Business. The Applicant will manage and operate a restaurant with an emphasis on food.

2. Hours. Applicant shall offer a full or partial dinner menu until one hour before closing. Applicant shall abide by the following hours of operation and last call for alcoholic beverage service at the Establishment.

Indoor service

Day	Hours	
Sunday	10:00AM - 02:00AM	Last call 1:30AM
Monday	10:00AM - 02:00AM	Last call 1:30AM
Tuesday	10:00AM - 02:00AM	Last call 1:30AM
Wednesday	10:00AM - 02:00AM	Last call 1:30AM
Thursday	10:00AM - 02:00AM	Last call 1:30AM
Friday	10:00AM - 03:00AM	Last call 2:30AM
Saturday	10:00AM - 03:00AM	Last call 2:30AM

Outdoor service

Day	Hours
Sunday	10:00AM - 011:00PM
Monday	10:00AM - 011:00PM
Tuesday	10:00AM - 011:00PM
Wednesday	10:00AM - 011:00PM
Thursday	10:00AM - 011:00PM
Friday	10:00AM - 012:00AM
Saturday	10:00AM - 12:000AM

It is understood that after last call patrons may consume alcoholic beverage served prior to and at last call.

3. Extended hours. Applicant will not seek permission not to operate during Extended Hours under District of Columbia Code Section 25-723(c).

4. Sidewalk cafe. There shall be no bar with alcoholic beverages in the sidewalk cafe. All patrons will be seated and will not stand in the sidewalk café (other than patrons waiting for tables). There will be no smoking in the sidewalk cafe. Applicant will post signs stating that smoking is not permitted in the sidewalk cafe. The sidewalk cafe will be closed each day of the week no later than 11:00PM on Sunday through Thursday and 12:00AM Friday and Saturday.

5. Entertainment. No live performances will be permitted except if limited to one musical instrument. The Applicant shall not have a dance floor or advertize or promote dancing. Applicant shall not charge a cover.

6. Patrons. The Applicant acknowledges that it is unlawful to serve alcoholic beverages to a patron who is intoxicated. The Applicant will make best efforts to avoid serving any patron alcoholic beverages if he or she appears to be intoxicated. Applicant's staff will monitor patrons' behavior to be on guard for intoxicated individuals.

7. Consideration of residents. Applicant will encourage employees and patrons leaving the Establishment after 10:00PM each night to keep conversations and noise down. Applicant will post signs to discourage patrons from disturbing the residents of 14th Street, V Street, and nearby streets and in the alley behind the Establishment. Applicant will make other efforts to encourage patrons to keep the noise down by other measures such as printing messages on checks.

8. Loitering. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises, on 14th Street and on V Street, during hours of operation and at closing.

9. Parking. Applicant will not engage or operate a valet parking service on V Street.

10. Trash, garbage, recyclables, and rodents. Applicant shall store all trash, garbage, and recyclables in an enclosed holding area within the premises and only rodent-proof containers. Applicant shall ensure that container covers fit properly

and remain fully closed except when trash, garbage and recyclables are being added or removed.

11. Exterior and public space areas. Applicant will monitor areas in the front of the Establishment at V Street and at 14th Street daily to remove trash and debris.

12. Cooperation with residents and with Martha's Table. The Applicant agrees to work with the appropriate party, either Protestant, individual residents and the abutting childcare facility ("Martha's Table"), to resolve any problems attributable to the Establishment that affect peace, order and quiet. Applicant agrees that nearby residents and may contact the following representative if such problems arise:

Michael Askarinam
askarinam@hotmail.com
240-338-6095

13. Incorporation of Settlement Agreement into Applicant's alcohol license. This Settlement Agreement shall be incorporated into the Applicant's license (#085469) and binds the Applicant to its terms under District of Columbia Code Section 25-446. The Applicant shall adhere to the conditions of this license for the Establishment. Failure of the Applicant to correct violations of the conditions herein within thirty days of written notice of the violation shall be grounds to request that the ABC Board bring a Show Cause action against the Applicant.

14. Conflict with voluntary agreement. If there exists any conflict between the Board's Order on Voluntary Agreement and Withdrawal of Protest dated December 1, 2010, the restriction more protective of the residents shall control.

15. Notices. Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, return receipt requested, to the Parties and to Advisory Neighborhood Commission 1B, Reeves Center, 2000 14th Street, NW, Suite 100B, Washington, DC 20009. Notice is deemed to be received upon mailing.

A. If to the Protestants:

President
Meridian Hill Neighborhood Association
P.O Box 73153
Washington, DC 20056

B. If to the Applicant:

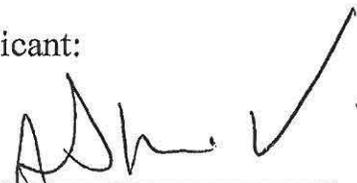
2100, LLC
2100 14th Street, NW
Washington, DC 20009

The parties may change the notice address listed above by written notice to the others.

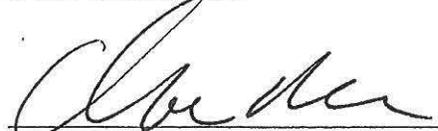
16. Withdrawal of protest. Protestant agrees to the renewal of the license and the withdrawal of protest upon execution of this Settlement Agreement and provided that this Settlement Agreement is incorporated into the Board's order renewing the license.

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

FOR Applicant:


Vahid Askarinam, Owner, Diego

FOR Protestant:


Christina Parascandola, President, Meridian Hill Neighborhood Association