

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

In the Matter of:)	
)	
Kraken 3400, LLC)	
t/a Hook Hall)	
)	Case No: 22-PRO-00141
Petition to)	License No.: ABRA-109296
Amend or Terminate a Settlement Agreement)	Order No.: 2023-113
for Retailer's Class CT License)	
)	
at premises)	
3400 Georgia Avenue, NW, Unit A)	
Washington, D.C. 20010)	

Kraken 3400, LLC, t/a Hook Hall, Petitioner

Andrew Kline, Counsel, on behalf of the Petitioner

Michael Wray, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 1E

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT, ON WITHDRAWAL OF ANC 1E'S
PROTEST, AND ON TERMINATING EXISTING SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kraken 3400, LLC, t/a Hook Hall, (Petitioner), entered into a Settlement Agreement with ANC 1E on May 9, 2018, and it was approved by the Board on June 6, 2018. On September 30, 2022, the Petitioner sought to Amend or Terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). The Petition to Amend or Terminate was protested by ANC 1E.

The official records of the Board reflect that the Petitioner and ANC 1E have entered into a new Settlement Agreement (Agreement), dated March 3, 2023, that governs the operations of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner and Commissioner Michael Wray, on behalf of ANC 1E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1E of this Petition.

Accordingly, it is this 8th day of March 2023, **ORDERED** that:

1. The Protest of the ANC 1E in this matter is hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. The Settlement Agreement, dated May 9, 2018, between the Parties is hereby **TERMINATED**;
4. All prior pending or open protests filed before the date of this Order shall be dismissed; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac432b1629d45f29e4d790092d1d1cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 341ee9729202e6acfc1b332a12547e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 236d3fca4d14dd7f6575bd7917d20a

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172891f5226447491b559c2a41c52

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 50271da789f0040ec14adeb57541ce5

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 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).



ADVISORY NEIGHBORHOOD COMMISSION 1E

2605 SHERMAN AVE, NW
WASHINGTON, DC 20001
ANC1E.ORG
1E@ANC.DC.GOV

COMMISSIONERS

Brad Gallagher
1E01@anc.dc.gov

Bobbie Lancaster
1E02@anc.dc.gov

Michael Wray
Treasurer
1E03@anc.dc.gov

Rashida Brown
Vice Chair
1E04@anc.dc.gov

Phillip Newland
1E05@anc.dc.gov

Josh Jacobson
Secretary
1E06@anc.dc.gov

Brian Footer
Chair
1E07@anc.dc.gov

AMENDED AND RESTATED SETTLEMENT AGREEMENT

THIS AMENDED AND RESTATED SETTLEMENT AGREEMENT (“Agreement”) is made on this 3rd day of March 2023, by and between Kraken 3400, LLC t/a Hook Hall (the “Applicant”), and Advisory Neighborhood Commission 1E (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, the parties entered into a settlement agreement dated May 9, 2018 and board approved by the Alcoholic Beverage Control Board by order dated June 6, 2018 in connection with the original approval of the license and settlement agreement.

WHEREAS, Applicant is the holder of a Retailers License Class “CT” Tavern for a business establishment located at 3400 A Georgia Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, Applicant has filed a petition to amend or terminate the Agreement; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written agreement; and

WHEREAS, the Parties are desirous of entering into an amended and restated Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license 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 Applicant will manage and operate a tavern with an emphasis on special events and facility rentals. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales:** The Applicant’s hours of operation for the interior of the premises shall be as follows;
Sunday through Thursday 9:00 am – 2:00 am
Friday and Saturday 9:00 am – 3:00 am

The Applicant’s hours for selling and serving alcohol for the interior of premises shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am
Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol for the interior of premises shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am

Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol on the Summer Garden shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am

Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours of live entertainment for the interior of the premises shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am

Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours of live entertainment for the summer garden shall be as follows:

Sunday through Thursday 11:00 am – 11:00 pm

Friday and Saturday 10:00 am – 11:00 pm

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

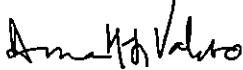
4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground floor of the building and the summer garden. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Capacity, Music, Noise, and Privacy:**
 - a. Applicant shall at all times adhere to its occupancy limit as specific in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
 - b. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb peace, order, quite enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
 - c. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate noise from the establishment, including axe throwing, that may be heard in surrounding residents' homes, including keeping its doors and windows closed after 9:00 p.m. except as needed for the purpose of patrons to enter and exit. Doors and windows will also be closed whenever live music is being played at the establishment.
 - d. Applicant further agrees to make all necessary improvements to the summer garden to ensure that noise from the summer garden is not audible within the adjacent residential properties.
 - e. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.
 - f. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps reasonably necessary to prevent the repetition of such violation.
6. **Entertainment:** The Applicant may offer facilities for live performances with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry

readings, and disc jockeys. The Applicant shall configure any and all speaker systems such as to minimize sound from being heard in the adjacent residential area. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation. The Applicant will notify performers of the terms of the Entertainment endorsement, including hours on the Summer Garden, as necessary to maintain peace, order, and quiet in the surrounding residential area. Applicant will not have facilities for dancing in the summer garden area and shall not feature, market or promote dance parties in the summer garden area.

7. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations and will inspect these areas a minimum of twice per day. Applicant will strictly comply with D.C. Municipal Regulations § 20-604 and to that end not engage in open burning of wood pallets or other wood debris. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant will maintain privacy fencing to screen any dumpster from immediate view at street level on Morton Street. Applicant shall ensure that the area around the dumpster is kept clean at all times, 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. Applicant shall request that its trash and recycling contractors collect trash and materials no earlier than 9:00 a.m. and no later than 5:00 p.m. Recyclables will not be dumped after 10:00 p.m.
8. **Cameras:** Applicant shall install security cameras inside the establishment and on the Summer Garden. The Applicant shall ensure that:
 - a. The cameras used by the establishment are operational;
 - b. Any footage of a crime or incident that threatens public safety is maintained for a minimum of 30 days; and,
 - c. The unedited security footage is made available within 48 hours upon request of ABRA or MPD.
9. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
10. **Company Vehicles:** Any vehicles owned by the business will secure private parking spaces.
11. **In the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
12. **Contact Person:** Applicant shall provide Protestant with the name and cell phone number of a manager or the representative who shall be available to respond to issues arising under this Agreement or otherwise in connection with the operating of the establishment. Applicant shall update the name and/or number of the contact person as appropriate.
13. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 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 Applicant 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 the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25- 446(e) in order to enforce the provisions of the Agreement. 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 or receipt or refusal of receipt.

If to Applicant:
Kraken 3400 LLC, t/a Hook Hall
3400 Georgia Ave., NW
Washington, DC
Attn: Anna Valero
E: anna@hookhall.com
(202) 876-2470



Anna Valero
Owner
Kraken 3400, LLC t/a Hook Hall

If to Protestants:
Advisory Neighborhood Commissions 1E
2605 Sherman Ave, NW
Washington, DC 20001
Attn: Brian Footer, Chairman
E: 1E@anc.dc.gov
202- 580-5490

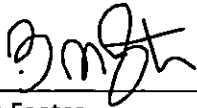


Michael Wray
Commissioner, SMD 1E03
Advisory Neighborhood Commissions 1E
District of Columbia Government

####

Certification:

After providing sufficient notice for and with a quorum of 7 present at the March 3, 2023 special meeting, Advisory Neighborhood Commission 1E voted, with 6 Yeas, 1 Nos, and 0 Abstentions, to adopt the above resolution.



Brian Footer
Chairperson, ANC 1E



Josh Jacobson
Secretary, ANC 1E