

Government of the District of Columbia  
**ADVISORY NEIGHBORHOOD COMMISSION 3F**  
*Van Ness • North Cleveland Park • Wakefield • Forest Hills*

3F01 – David Dickinson, Vice Chair  
3F02 – Shirley Adelstein, Treasurer  
3F03 – Naomi Rutenberg  
3F04 – Deirdre Brown  
3F05 – Andrea Molod, Secretary  
3F06 – William Sittig  
3F07 – Patrick Jakopchek, Chair



4401-A Connecticut Ave, N.W.  
Box 244, Washington, D.C. 20008  
commissioners@anc3f.com  
www.anc3f.com

May 16, 2018

Sent Via Email

Mr. Donovan Anderson, Chair  
Alcoholic Beverage Control Board  
2000 14th Street, NW, S2400  
Washington, DC 20009

RE: Sommpicks LLC  
License No. ABRA-098591  
4221 Connecticut Avenue, NW

Dear Mr. Anderson,

At a duly noticed public meeting on Tuesday, May 15, 2018, and with a quorum present, Advisory Neighborhood Commission 3F (ANC 3F) adopted by a vote of 5 in favor, 0 opposed, and 0 abstaining, the attached Settlement Agreement and not to object to the granting of a renewed Class "A" (Internet Only) liquor license.

If you have any questions or concerns about the resolution, please contact me at 3F07@anc.dc.gov or Commissioner Shirley Adelstein, the designated ANC Commissioner for this application, at 3F02@anc.dc.gov.

Sincerely,

  
Patrick Jakopchek, Chair

## SETTLEMENT AGREEMENT

Made this        day of May 2018, by and between Sommpicks LLC (the "Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F (the "ANC" or "ANC 3F"),

### WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for the renewal of a Retailer's Class "A" (Internet Only) liquor license for the premises known as 4221 Connecticut Avenue, NW (the "Establishment"), License Number ABRA-098591; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans.

THEREFORE, in consideration of the premises recited, and the mutual covenants and promises set forth below, the parties agree as follows:

#### *General*

1. Applicant shall manage and operate an online-only retail establishment at the licensed premises and not as a physical location open to the public to sell or consume spirits, beer, or wine.

#### *Hours*

2. Applicant's hours of operation at the above mentioned licensed premises for all purposes – including deliveries and pick-ups – will be within the hours of 10:00 a.m. to 7:00 p.m. Monday through Sunday.

#### *Public Spaces*

3. Applicant will make every effort to use off-street parking for dropping off and retrieving wine and to ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic in the neighborhood;
4. All vehicle parking – including employees, deliveries, and pick-ups – will be limited to legal parking locations.
5. If garbage scheduling is necessary, Applicant shall schedule garbage collection and any other activity that causes a noise disturbance in the alley behind the Establishment only from 9:00 a.m. to 9:00 p.m.

*Advertising*

6. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by zoning and/or those required by law.

*Breach of Agreement / Notifications*

7. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the Establishment and applicable laws and regulations of the District of Columbia in the operation of this establishment.

8. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts. Applicant, upon notice from the ANC, shall confer and deal in good faith with issues raised under this Agreement or new issues that might arise with regard to the operation of the Establishment and the ANC shall similarly deal in good faith with respect to Applicant. In the event that any of the parties is in breach of this Agreement, it 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 an emergency nature or is a repetition of a prior breach for which notice has been given, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the Applicant 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 grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code §25-447. 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, or hand-delivered, to the other parties to this Agreement at the below mailing addresses, and in the case of notice to Applicant only, to the below email address:

- a. Sommpicks LLC  
4221 Connecticut Avenue, NW  
Washington, DC 20008  
*Via email: azziza@sommpicks.com*
- b. Advisory Neighborhood Commission 3F  
440I-A Connecticut Avenue, N.W., PMB 244  
Washington, D.C. 20008-2322

Notice shall be deemed given as of the time of receipt or refusal of receipt.


No Protest


In consideration of and in reliance upon the commitments reflected in items 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "A" (Internet Only) license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

Applicant: SommPicks LLC

ANC: Advisory Neighborhood  
Commission 3F

By:   
Name: A. BenSaid o/b/o SommPicks  
Title: Member

By:   
Name: David Dickinson  
Title: ANC 3F Vice Chair