

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)	
)	
Good Sunday, LLC)	
t/a La Bonne Vache)	
Applicant for a New)	Case No.: 24-PRO-00011
Retailer's Class DR License)	License No.: ABRA-127000
)	Order No.: 2024-055
at premises)	
3265 Prospect Street, NW)	
Washington, D.C. 20007)	

Good Sunday, LLC, t/a La Bonne Vache, Applicant

Paul Maysak, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida, President, Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

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

The Application filed by Good Sunday, LLC, t/a La Bonne Vache (Applicant), for a new Retailer's Class DR License, was protested by ANC 2E.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated February 3, 2024, that governs the operations 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 Paul Maysak, on behalf of ANC 2E; and Tara Sakraida, 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 7th day of February 2024, **ORDERED** that:

1. The Application filed by Good Sunday, LLC, t/a La Bonne Vache, for a new Retailer's Class DR License, located at 3265 Prospect 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 The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4d730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae3738220de6ac8e1b332d22948e

James Short, Member



Silas Grant, Jr., 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 3rd day of February, 2024, by and between Good Sunday, LLC t/a La Bonne Vache ("Applicant"), Advisory Neighborhood Commission 2E ("ANC"), and the Citizens Association of Georgetown ("CAG"), (collectively the "Parties").

Whereas, Applicant has applied for a Retailer's Class D license to be located at 3265 Prospect Street NW, 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:

- **Occupancy**
 - The occupancy of the interior of premises shall not exceed the fire code limit currently at 31. The occupancy of the "fenced-in" Summer Garden shall not exceed 11.
- **Hours of Operation.**
 - The Hours of Operation and Hours of Alcoholic Beverage Sales and Consumption **inside the restaurant** shall be
 - Monday – Sunday 8:00 am - 10:00 pm
 - The Hours of Operation and Hours of Alcoholic Beverage Sales and Consumption for the "fenced-in" **Summer Garden on Potomac Street NW** shall be as follows:
 - Monday – Sunday 10:00 am - 6:00
 - Applicants shall not allow occupancy and dining in the "Summer Garden" on Potomac Street to exceed 11 persons.
 - Applicant will remove tables and chairs from summer garden once service has ended daily and store in rear area behind fence.
 -
- **NOISE:**
 - No music played inside the Premises nor noise emanating from the Premises shall be audible outside the premises except when doors are open to provide access and egress.
 - There shall be no dumping of bottles and cans outside the premises from 10:00pm to 8:00am.
 - No outdoor amplified music
- **Trash and Public Space:**
 - Applicant shall have commercial trash removal services 5 times per week.
 - Applicant shall place all trash in rodent proof-preventive containers.

- The applicant shall take steps to ensure that no part of the premises harbors rats or other vermin.
 - The public space adjacent to and in front of the premises is to be always kept tidy, and litter is to be removed by the Applicant's staff regularly.
 - Applicants shall faithfully comply with all District Columbia regulations concerning trash removal and sanitation.
- **Monitoring and Manner of Service:**
 - Applicant shall not allow alcoholic beverages to be consumed in plastic cups.
 - Beer will not be served in pitchers.
 - Applicants shall monitor the Summer Garden and the sidewalk café no less frequently than once every 15 minutes to confirm that alcoholic beverages are served to customers of the Applicant and that all litter and other debris is being picked up promptly.
 - All patrons in the Summer Garden shall be seated at tables.
- **Rodent Mitigation Services:** Applicant shall contract with a professional, licensed pest control company for service weekly and will maintain a log on site for treatment and inspections from the provider.
- **Deliveries:** Applicant will schedule all vendor deliveries to take place no earlier than 8:00am on Potomac Street NW. Deliveries earlier than 8:00am will enter through the front door on Prospect Street NW. Applicant will seek to have delivery vehicles park on Prospect Street to the best of their ability.
- **Use of Delivery Services:** Applicant agrees to not use delivery services such as Doordash, Uber Eats, Caviar, Grubhub, etc. for business purposes.
- **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:

Good Sunday, LLC t/a La Bonne Vache
 3265 Prospect Street, NW
 Washington, DC 20007
 Attn: Ari Wilder
 Phone: 202-262-1940
 e-mail: ariwilder79@gmail.com

If to ANC:


Advisory Neighborhood Commission 2E
 P.O. Box 77876
 Washington, DC 20013-7787

Attn: Paul Maysak, Commissioner 2E03
Phone: 202-302-0152
e-mail: 2e03@anc.dc.gov

If to CAG:
Citizens Association of Georgetown
1058 30th Street NW
Washington DC 20007
Attn: Executive Director

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.

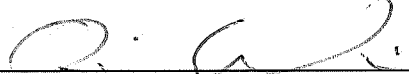
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC 2E: 

Paul Maysak, Commissioner 2E03

APPLICANT:

Good Sunday, LLC t/a La Bonne Vache

By: 

Ari Wilder, Member

CAG:

By: 

Tara Sakraida Parker, President