

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

In the Matter of:)
)
DNA Lounge, LLC)
t/a DNA Lounge)
)
Application for Substantial Change)
to a Retailer’s Class CT License)
)
at premises)
1102 U Street, NW)
Washington, D.C. 20009)
)

Case No.: 23-PRO-00035
License No.: ABRA-117571
Order No.: 2023-255

DNA Lounge, LLC, t/a DNA Lounge, Applicant

Sabel Harris and Sean Holihan, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 1B, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 1B’S PROTEST**

The Application filed by DNA Lounge, LLC, t/a DNA Lounge (Applicant), for a Substantial Change to increase its occupancy, change the entertainment endorsement hours, and add a cover charge to its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 10, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated April 13, 2023, 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 and Commissioners Sabel Harris and Sean Holihan, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 3rd day of May 2023, **ORDERED** that:

1. The Application filed by DNA Lounge, LLC, t/a DNA Lounge, for a Substantial Change to its Retailer's Class CT License, located at 1102 U Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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:

Subsection 1(a) and (b) (Nature of the Establishment) – These Subsections shall be replaced with the following language: “1(a): The Applicant has applied for a Retailer's Class C Tavern, as defined by the Board. The Applicant shall comply with all conditions applicable to its chosen license class.

1(b): The Applicant may operate as a Tavern.”

Subsection 1(c) (Nature of the Establishment) – The following language shall be removed: “The music will be R&B, Afrobeat, and hip-hop. There will be no marketing or promotion other than the normal lounge promotions.”

Subsection 3(c) (Noise) – This Subsection shall be replaced with the following language: “Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the establishment except when in use for the normal ingress and egress from the premises.”

Subsection 4(g) (Trash and Odors) – The following language shall be removed: “Applicant shall not emit objectionable odors.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 4c43c16929d5f0d64d7308031e3cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5478e3723220d4ca8c1b332c92940e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 258d37cad7be149d774d75bd7917d26d3

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b580a91845e1f9e4016155a5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172031c509447431e526c2a41859

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f070040ec14adeb52541ce5

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 and Cannabis 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).

**Settlement Agreement Concerning Issuance of
License ABRA-000000 to
DNA Lounge LLC, T/A DNA Lounge
1102 U Street NW
Washington DC 20001**

THIS AGREEMENT, made and entered into this 13th day of April 2023, by and between DNA Lounge LLC, t/a DNA Lounge (“Applicant”) and ANC 1B (“ANC”) witnesses.

RECITALS:

WHEREAS, the Applicant has filed an application for a License Class C Tavern (ABRA-117571 (“License”) for a business establishment located at 1102 U St N.W. (“Establishment”); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration (“Board”); and

WHEREAS, in recognition of the Board’s policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC’s concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board’s order issuing the license, which license is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. The Applicant will operate and manage a Class C Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
 - b. The Establishment shall be a Tavern.
 - c. Applicant shall have a designated dance floor not larger than 70 square feet and available to the patrons on Thursdays – Sundays. The music will be R&B, Afrobeat, and hip-hop. There will be no marketing or promotion other than the normal lounge promotions. No outside operation or service shall occur.
 - d. The Establishment shall have a maximum occupancy of 81. Applicant shall post its Certificate of Occupancy in public view at all times.
2. Hours of Operation and Sales. Establishment’s permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

a. Hours of Operation and Sales

Day	Not Earlier Than	Not Later Than
Sunday	11:00 a.m.	2:00 a.m.
Monday	11:00 a.m.	2:00 a.m.
Tuesday	11:00 a.m.	2:00 a.m.
Wednesday	11:00 a.m.	2:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.

b. Hours of Live Entertainment

Day	Not Earlier Than	Not Later Than
Sunday	6:00 p.m.	1:30 a.m.
Monday	6:00 p.m.	1:30 a.m.
Tuesday	6:00 p.m.	1:30 a.m.
Wednesday	6:00 p.m.	1:30 a.m.
Thursday	6:00 p.m.	1:30 a.m.
Friday	11:00 a.m.	2:30 a.m.
Saturday	11:00 a.m.	2:30 a.m.

c. Applicant shall be permitted to apply to ABRA for additional holiday hours for indoor operation only.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.
- c. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the establishment.
- d. Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 (“disorderly conduct”), that “[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences.”
- e. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

4. Trash and Odors.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall arrange for trash and recycling collection a minimum of 3 times per week
- d. Applicant shall arrange for grease removal a minimum of 1 times per month.
- e. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 7:00 a.m. and shall not allow trash collection to occur during these hours.
- f. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of 1 time per month.
- g. Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.

b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of 1 time per quarter and shall maintain recommended pest control measures.

6. Security

a. Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards, and security cameras.

7. Parking.

a. Applicant shall not accept services or deliveries from vendors or contractors that park vehicles illegally, or allow its employees to park their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.

b. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

8. Compliance with Regulations. Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

10. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

11. Notices.

a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1B

2000 14th St., NW, Suite 100B

Washington, DC 20009

1b@anc.dc.gov

If to Applicant:
Yetnayet Enyew
DNA Lounge LLC, t/a DNA Lounge
1102 U St N.W.
Washington, DC 20001

b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class {CLASS} license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class {CLASS} license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

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

ANC:
Advisory Neighborhood Commission 1B
Sean Holihan
Sean Holihan, Representative for ANC 1B

Date Signed: April 18, 2023

Sabel Harris
Sabel Harris, Chair, ANC 1B
Date Signed: 04/19/2023

APPLICANT:
DNA Lounge
By: *Yetnayet Enyew*

Yetnayet Enyew, Owner
Date Signed: April 13, 2023