

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

In the Matter of:)
)
Equity 18, LLC)
t/a The Lounge)
)
Application for a New)
Retailer’s Class CN License)
)
at premises)
1212 18th Street, NW)
Washington, D.C. 20036)
)

Case No.: 20-PRO-00062
License No.: ABRA-117238
Order No.: 2021-065

Equity 18, LLC, t/a The Lounge, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Daniel Warwich, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Glenn Englemann, on behalf of Dupont Circle Citizens Association (DCCA)

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Equity 18, LLC, t/a The Lounge (Applicant), for a New Retailer’s Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 12, 2019, and a Protest Status Hearing on January 4, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and DCCA have entered into a Settlement Agreement (Agreement), dated January 26, 2021, 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; Chairperson Daniel Warwick, on behalf of ANC 2B; and Glenn Engelmann, on behalf of DCCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and DCCA.

Accordingly, it is this 3rd day of February 2021, **ORDERED** that:

1. The Application filed by Equity 18, LLC, t/a The Lounge, for a new Retailer's Class CN License, located at 1212 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and DCCA in this matter are hereby **WITHDRAWN**;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 modification:

Section 8 (Notice and Opportunity to Cure) – The language “shall constitute a cause for seeking a Show Cause Order from the ABC Board” shall be replaced with the language “shall constitute cause for filing a complaint with the ABC Board.”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com
Donovan Anderson
Key: ac43084606e50646a2c693d3cc09

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 547ad73802c6efac81832d12268e

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 256028a0f0148d79d75d37915d209

Bobby Cato, Member

eSigned via SeamllessDocs.com
Rema Wahabzadah, Member
Key: bf2ca40b589b74c99b19c2bb7381e2f

Rema Wahabzadah, Member

eSigned via SeamllessDocs.com
Rafi Atiya Crockett, Member
Key: b580e01b4e1f1e401f154e6c12801c7

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 821726110529474911b6f6c24189f

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward S. Grandis, Member
Key: 5027bda7f9f0040ec14adeb52541ce5

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 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).

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 26 day of January, 2021 by and between Equity 18, LLC t/a The Lounge, ABRA License 117238 (“Applicant”), Advisory Neighborhood Commission 2B (“ANC”), and Dupont Circle Citizens Association (“DCCA”) (jointly, the “Protestants”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailer’s Class “C” Nightclub #117238 for a business establishment (“Establishment”) located at 1212 18th Street, NW, Washington, D.C. 20036 (“Premises”);

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 a Settlement 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) peace, order, and quiet of the neighborhood and (ii) 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. **Noise abatement:** Applicant agrees to employ sufficient noise abatement measures to ensure that the level of amplified music produced by the establishment (if any) complies with applicable law.
3. **Doors and windows:** Applicant will make reasonable efforts to keep doors and windows closed, and implement procedures and mitigation measures to prevent noise from escaping from doors when patrons enter and leave.
4. **Outdoor spaces:** Applicant agrees to minimize amplified music in outdoor spaces so that it cannot be heard by residents. In an effort to mitigate the amplified music heard by residents the Applicant has: (1) insulated all speakers from floors and walls; (2) installed sound mitigation panels across the ceiling to absorb and prevent sound from escaping; (3) placed speakers to be directed away from the alley and (4) took out the lowest sound frequency from the sub woofers to prevent bass in the alley.
5. **Trash.** Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and take reasonable measures to see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in

rodent-proof dumpsters and shall take reasonable measures to see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

6. Compliance

- a. Applicant agrees to promptly lower amplified sound levels when it determines, or is informed, that sound levels are too high. The Applicant will be on notice that sound levels are too high if any of the following situations occurs:
 - i. Music can be heard inside residences;
 - ii. Residents have complained; or
 - iii. District Officials have notified the Applicant of complaints.

7. Continuing cooperation:

- a. Applicant will provide the Parties the name and phone number of the general manager who is responsible for compliance. If residents contact this person, he/she will immediately determine whether sound levels are too high--and if so, promptly lower sound levels to comply with this Agreement and the Noise Control Act. The Applicant will have 24 hours to respond to any noise complaints. The Applicant shall have thirty (30) days to cure sound level problems by establishing lower levels, adding additional sound abating materials, and/or developing policies to ensure ongoing compliance with this Agreement.
- b. Applicant will make good faith efforts to cooperate with other establishments to ensure that collective noise levels comply with the Noise Control Act.

8. **Notice and Opportunity to Cure.** In the event that any of the parties are 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, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If 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 a cause for seeking a Show Cause Order from the ABC Board pursuant to 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, 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 of receipt or refusal of receipt:

If to Applicant: Equity 18, LLC t/a The Lounge
 1212 18th Street, NW
 Washington, D.C. 20036
 Attn: Borzou Biabani, Member
 Email: biabani@thebiabanigroup.com

If to Protestants: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Daniel Warwick, Chair
Email: 2B02.ANC@dc.gov

Dupont Circle Citizens Association
Glenn Engelmann, President
Dupont Circle Citizens Association
9 Dupont Circle, NW
Washington, DC 20036
president@dupont-circle.org

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

9. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed as original, but all together shall constitute the same instrument.
10. **Withdrawal of protest:** Upon execution of this Agreement and its acceptance by the ABC Board, the protest of the Applicant's application for license filed by the Protestants hereto shall be deemed withdrawn.

(SIGNATURES ON THE FOLLOWING PAGE)

PROTESTANTS:

Advisory Neighborhood Commission 2B



By: Daniel Warwick, Chair, ANC 2B

Dupont Circle Citizens Association



By: Glenn Engelmann, President

APPLICANT:

Equity 18, LLC t/a The Lounge



as Member

By: Dorzou Diabam