

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

**In the Matter of:** )  
 )  
Ghost Lounge, LLC )  
t/a Cloak & Dagger )  
 )  
Application for Renewal of a )  
Retailer's Class CT License )  
 )  
at premises )  
1359 U Street, NW )  
Washington, D.C. 20009 )  
 )

Case No.: 19-PRO-00130  
License No.: ABRA-098733  
Order No.: 2020-107

Ghost Lounge, LLC, t/a Cloak & Dagger, Applicant

James A. Turner and Dan Winston, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 1B

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member  
Jeni Hansen, Member

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

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The Application filed by Ghost Lounge, LLC, t/a Cloak & Dagger (Applicant), for Renewal of its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 2, 2019, 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 have entered into a Settlement Agreement (Agreement), dated February 7, 2020, that governs the operation 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 Chairperson James A. Turner and Commissioner Dan Winston, on behalf of ANC 1B, are signatories to the Agreement.

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

Accordingly, it is this 26th day of February, 2020, **ORDERED** that:

1. The Application filed by Ghost Lounge, LLC, t/a Cloak & Dagger, for renewal of its Retailer's Class CT License, located at 1359 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 The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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:

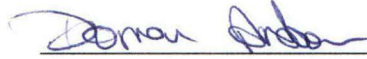
Section 2 (Hours of Operation and Sales) – The first sentence shall be modified to read as follows: “Establishment’s permitted hours of operation, selling, serving, and consuming alcohol, and entertainment shall not exceed the following...”

Section 9 (Binding Effect) – The following language shall be removed: “and assigns.”

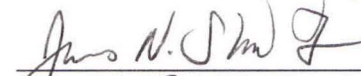
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

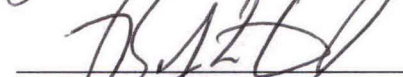
District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



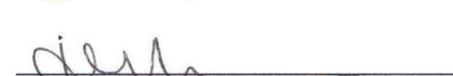
Bobby Cato, Member



Rema Wahabzadah, Member



Rafi Crockett, Member



Jeni Hansen, 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 14<sup>th</sup> 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 Concerning Renewal of  
License ABRA-098733 to  
Ghost Lounge LLC t/a Cloak & Dagger  
1359 U Street, NW**

THIS AGREEMENT, made and entered into this 7 day of February, 2020, by and between Ghost Lounge LLC t/a Cloak & Dagger (“Applicant”) and ANC 1B (“ANC”).

**RECITALS**

WHEREAS, the Applicant has filed an application for renewal of its License Class C Tavern (ABRA-098733) (“License”) for a business Establishment located at 1359 U Street, NW (“Establishment”) with Holiday Extension, Entertainment, Dancing, and Cover Change Endorsements; and

WHEREAS, in recognition of the Alcoholic Beverage Control Board (“Board”)’s policy of encouraging parties to a liquor licensing proceeding 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 renewal application, and (2) ANC will withdraw its protest of the renewal application provided that the Board approve this Agreement conditioned upon the Applicant’s compliance with its terms; and

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 Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Holiday Extension, Entertainment, Dancing, and Cover Change Endorsements.
  - b. The Establishment shall be a bar/cocktail lounge.
  - c. The Applicant does not hold Summer Garden or Sidewalk Cafe Endorsement.
  - d. The Establishment shall have a maximum occupancy of 99. 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, Service, and Consumption of Alcoholic Beverages:

| Day       |            |           |
|-----------|------------|-----------|
| 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 Entertainment

| Day       |            |           |
|-----------|------------|-----------|
| 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. |

c. Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

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 agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment; but, Applicant may open its window panels seasonably, provided that the music is not audible beyond the street curbside.
- c. Applicant shall take reasonable 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 reasonable architectural modifications to the Establishment.
- d. 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.
- e. Licensee's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 pm daily.
- f. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- g. 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.

Applicant shall take reasonable measures to ensure that the immediate environments of the Establishment are kept in a clean and litter-free condition.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant 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 2 times per week.
- d. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- e. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris,

- f. Applicant shall take all reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, 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 instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

6. Security

- a. Applicant has a Security Plan (“Plan”) on file with the Alcoholic Beverage Administration Regulation dated Sept. 26, 2018. Applicant shall adhere to the safety and security measures included within the Plan. To be clear, the reference to the Plan is for informational purposes only. This Plan addresses issues including but not limited to training and location of security guards, and the location of security cameras.
- b. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue’s impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. 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 or walking.

8. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), 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 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:  
Ghost Lounge LLC t/a Cloak & Dagger  
1359 U Street, NW  
Washington, DC 20001  
Attn: Son C. Tran, Managing Member  
ghostloz@gmail.com

- 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 withdraw its protest, provided that this Agreement is incorporated into the Board's order approving the renewal of Applicant's Class C Tavern ABC license.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]



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

**ANC:**

Advisory Neighborhood Commission 1B

*DLW*

\_\_\_\_\_  
Dan Winston, Commissioner, ANC 1B12

Date Signed: February 7, 2020

*James C. Turner*

\_\_\_\_\_  
James Turner, Chair, ANC 1B

Date Signed: February 7, 2020

**APPLICANT:**

Ghost Lounge LLC t/a Cloak & Dagger

By: DocuSigned by:  
*Son Tran*  
D3C24422C038480 \_\_\_\_\_  
Son C. Tran, Managing Member

2/5/2020  
Date Signed: \_\_\_\_\_