

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

_____)	
In the Matter of:)	
)	
In Stereo, LLC)	
t/a Trade)	
)	
Holder of a)	License No.: ABRA-099229
Retailer's Class CT License)	Order No.: 2018-492
)	
at premises)	
1410 14th Street, NW)	
Washington, D.C. 20005)	
_____)	

In Stereo, LLC, t/a Trade (Licensee)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT

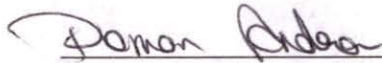
The official records of the Alcoholic Beverage Control Board (Board) reflect that In Stereo, LLC, t/a Trade (Licensee), located at 1410 14th Street, NW, Washington, D.C., and ANC 2F entered into a Settlement Agreement (Agreement), dated July 1, 2015, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (Amendment), dated August 1, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Amendment.

Accordingly, it is this 8th day of August, 2018, **ORDERED** that:

1. The above-referenced First Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 2F.

District of Columbia
Alcoholic Beverage Control Board



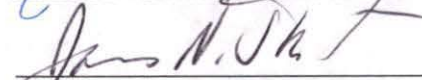
Donovan Anderson, Chairperson



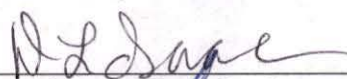
Nick Alberti, Member



Mike Silverstein, Member



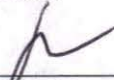
James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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).

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT to the SETTLEMENT AGREEMENT ("Agreement") is made on this 1st day of August 2018 by and between In Stereo, LLC ("Licensee"), at 1410 14th Street, NW, ABRA License #099229, and Advisory Neighborhood Commission 2F ("the ANC"), (collectively, the "Parties"). This Amendment updates the Agreement dated July 1, 2015, and finalized by ABC Board Order 2015-389 dated August 12, 2015.

R E C I T A L S

WHEREAS, Licensee and ANC 2F entered into a new Settlement Agreement dated July 1, 2015 for an establishment ("Establishment") at 1410 14th Street, NW; and

WHEREAS, the original Settlement Agreement dated July 1, 2015 provided for the following regarding the Licensee's Summer Garden:

"The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license; patrons may be served in the summer garden area only during the below hours and shall otherwise be free of patrons.

a. Sunday - Thursday: 8am to 11:00pm

b. Friday - Saturday: 8am to 12:00am

Applicant will inspect the summer garden regularly for compliance."

WHEREAS, ANC 2F recognizes that groups of individuals smoking outside of establishments on the west side of the 1400 block of 14th Street, NW (between P Street, NW and Rhode Island Avenue, NW) hinder the flow of pedestrian traffic and that their smoke and litter disturb nearby residents; and

WHEREAS, Licensee may permit cigarette smoking on the Summer Garden and requests an extension of Hours of Operations and Hours of Alcoholic Beverages Sales, Service, and Consumption on the Summer Garden to ameliorate the aforementioned negative effects;

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Settlement Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Settlement Agreement and Board Order and ABRA License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.

2. Section 3 ("Summer Garden") is replaced in its entirety by the following:

"Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license; patrons may be served in the summer garden area only during the below hours and the summer garden shall otherwise be free of patrons:

- a. Sunday – Thursday: 8:00am to 1:45am;
- b. Friday and Saturday: 8:00am to 2:45am.

Applicant will inspect the summer garden regularly for compliance. Applicant may permit patrons to smoke cigarettes in the summer garden."

3. Section 5 ("Noise") is amended by adding the following two paragraphs to the end of the existing Section:

"Noise complaints by the Parties to this Settlement Agreement shall be made first to the Applicant, with an opportunity to cure the complaint within seventy-two (72) hours as required in Section 17 (Notice and Opportunity to Cure). If the complaint is not cured within seventy-two (72) hours, Parties to this Agreement may file a noise complaint with ABRA. In the event that the complaint cannot be cured completely within seventy-two (72) hours, Applicant must demonstrate good faith efforts to begin to cure the complaint and give a timeline for the completion of the cure to the ANC.

If, at any time during a consecutive six (6) month period, Applicant is assessed two or more violations of Section 25-725 of the ABRA Civil Penalty Schedule that are attributed to the outdoor hours and operation of the summer garden after 11:00pm Sunday through Thursday or 12:00am Friday and Saturday, the summer garden's hours of operation shall cease at 11:00pm Sunday through Thursday and 12:00am on Friday and Saturday."

4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Settlement Agreement, Board Order, and Licensee are expressly reaffirmed and remain in full force and effect.

[signatures on the following page]

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: John Fanning 8/1/18
John Fanning, Chairman Date

IN STEREO, LLC

By: John Guggenmos 8-1-18
John Guggenmos, Managing Member Date

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

In the Matter of:)	
)	
In Stereo, LLC)	
)	
Applicant for a New)	License No. ABRA-099229
Retailer's Class CT License)	Order No. 2015-389
)	
at premises)	
1410 14th Street, N.W.)	
Washington, D.C. 20005)	
)	

In Stereo, LLC (Applicant)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

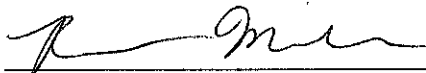
The official records of the Alcoholic Beverage Control Board (Board) reflect that In Stereo, LLC Applicant for a new Retailer's Class CT License, located at 1410 14th Street, N.W., Washington, D.C., and ANC 2F have entered into a Settlement Agreement (Agreement), dated July 1, 2015, that governs the 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 John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 12th day of August, 2015, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



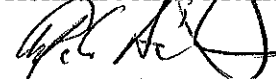
Nick Alberti, Member



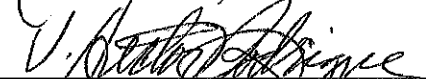
Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 on this 1st day of July, 2015, by and between In Stereo, LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class CT License (the "License") for a business establishment ("Establishment") located on the first floor and basement of 1410 14th Street, NW, Washington, DC (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
 - a. Standard hours shall be no later than:
 - i. Sunday – Thursday: 8am to 1:45 am
 - ii. Friday – Saturday: 8am to 2:45 am

Additionally:

- b. Alcohol service shall end 15 minutes prior to closing.
 - c. Exceptions to the standard hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on January 1 of each year Applicant may operate for one additional hour.
3. Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license; patrons may be served in the summer garden area only during the below hours and shall otherwise be free of patrons.
 - a. Sunday – Thursday: 8am to 11:00pm
 - b. Friday – Saturday: 8am to 12:00amApplicant will inspect the summer garden regularly for compliance.
4. Dancing, Music and Entertainment. Applicant shall not have live music. Applicant may regularly employ a DJ.

5. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden.
6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke.
7. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
8. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
10. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.
11. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
13. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
14. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: John Guggenmos
 In Stereo LLC
 1301 Rhode Island Ave #3 NW
 Washington DC 20005

With Copies sent to: Michael D. Fonseca, Esq.
 Mallios & O'Brien
 2600 Virginia Avenue NW
 Suite 1112

Washington DC 20037

And Copies sent to: Irene M Lindner, Esq
Lindner & Associates PC
5028 Wisconsin Ave NW
Suite 404
Washington DC 20016

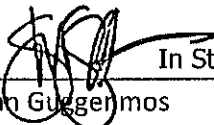
If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: 
John Fanning August 5, 2015
Chairman

APPLICANT

By: 
In Stereo LLC Managing Member
John Guggermos