

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

In the Matter of:

Gentlemen's Agreement, LLC
t/a Ace's Lounge

Applicant for a New
Retailer's Class CT License

at premises
2737 Martin Luther King Jr. Avenue, SE
Washington, D.C. 20032

Case No.: 21-PRO-00095
License No.: ABRA-119314
Order No.: 2022-076

Gentlemen's Agreement, LLC, t/a Ace's Lounge, Applicant

Salim Adofo, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 8C

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 8C'S PROTEST**

The Application filed by Gentlemen's Agreement, LLC, t/a Ace's Lounge (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 3, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 8C entered into a Settlement Agreement (Agreement), dated February 9, 2022, 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 Chairperson Salim Adofo, on behalf of ANC 8C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8C.

Accordingly, it is this 2nd day of March 2022, **ORDERED** that:

1. The Application filed by Gentlemen's Agreement, LLC, t/a Ace's Lounge, for a new Retailer's Class CT License, located at 2737 Martin Luther King Jr. Avenue, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8C in this matter is hereby **WITHDRAWN**;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 Applicant and ANC 8C.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430e94964502e46732a9d140099

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 847ac373920cafe6d1b00282a4e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca0e14087146756e7917d208

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: 8506e01845e1f0e4016155e5c12f01cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 82172231f0509447491b59692a418f0

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f06f0040ec14adeb32541ce5

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 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on the 9th day of February, 2022, by and between Ace's Lounge ("Applicant") and Advisory Neighborhood Commission 8C ("ANC 8C").

- (a) Applicant has applied for a Retailer's Class C License (the "License") for a business establishment ("Establishment") located at 2737 ½ Martin Luther King Jr. Avenue, SE Washington, D.C. 20032 (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. Gentlemen's Agreement LLC. The Gentlemen's Agreement set forth above are a Limited Liability Corporation herein by reference.
2. Nature of the Business. The applicant will manage and operate a Class C Tavern. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior of the premises. Applicant's hours will not exceed the following:
 - a. Standard hours shall be no later than:
 - Sunday - Thursday 8 am - 3 am
 - Friday - Saturday: 8 am - 4 am
4. 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 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. 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 audibled inside 10:00 p.m.

5. Signage. Ace's Lounge will complete the posting of all external signage, including uniform signage with messages stating: (a) "NO LOITERING"; (b) all exterior and window signage shall be professionally produced in clear English, including any COVID related signage; and (c) currently, the exterior door and glass are free and clear of markings, damage, signs and Ace's Lounge Owner/Operator will make sure to keep it clean and transparent at all times.

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

7. 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.

8. Complaint Log. The Establishment 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, security, trash, rodents, 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.

9. 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.

10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

11. Participation in the Community. Applicant is encouraged to send a representative upon a thirty (30) day request to attend meetings of the ABRA Committee of ANC 8C. Participation in such meetings promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues.

12. Security Cooperation In Stemming Illegal Drugs and Public Drinking.

- a. Applicant agrees that it shall take all necessary steps to minimize such problems including, without limitation designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate area outside; monitoring for and prohibiting sales or use of illegal drugs within the premises, maintaining contact and cooperating with the Metropolitan Police Department (MPD) and other law enforcement officials when known or suspected drug activities occur. Applicant shall to the fullest extent permissible by law discourage loitering in the vicinity of the premises. Applicant shall to the fullest extent permissible by law discourage smoking in the vicinity of the premises.
- b. Applicant will maintain in working order at all times security cameras that cover the interior and exterior of the establishment. The footage from these cameras shall be kept for at least 30 days and be made available upon request within 48 hours to MPD, ABRA, and ANC.
- c. Applicant shall ensure that (1) The cameras utilized by the establishment are operational; (2) Any footage of a crime of violence or a crime involving a gun known by licensee is maintained for a minimum of 30 days and (3) The security footage is made available within 48 hours upon request of ABRA or MPD.

13. Personnel

- a. All employees of the Establishment shall be trained in the requirements of this Settlement Agreement at the time they begin their employment at the Establishment and at least ONE (1) time per year thereafter. Employees

will be made aware of any material changes at the time they are approved by ABRA

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 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. 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. 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.

17. This Agreement represents the entire agreements between the parties. All prior negotiations and agreements between the parties are incorporated and merged herein.

If to Applicant: Ace's Lounge
2737 ½ Martin Luther King Jr. Avenue, SE
Washington DC 20032

If to the ANC: Advisory Neighborhood Commission 8C
2730 Martin Luther King Jr. Ave SE
Washington DC 20032

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 8C

By: Salim Adofo
Salim Adofo
Chairman

APPLICANT

By: Charles Marshall
Signatory

Requested by ABRA