

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

In the Matter of:

Liv DC, LLC
t/a DC Liv

Applicant for a New
Retailer's Class CT License

at premises
477 H Street, NW
Washington, D.C. 20001

Case No.: 22-PRO-00025
License No.: ABRA-120261
Order No.: 2022-284

Liv DC, LLC, t/a DC Liv, Applicant

Keith A. Horvath, Abutting Property Owner, Protestant

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 KEITH HORVATH'S PROTEST**

The Application filed by Liv DC, LLC, t/a DC Liv (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 April 25, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and Keith A. Horvath have entered into a Settlement Agreement (Agreement), dated June 14, 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 Keith A. Horvath, Abutting Property Owner, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Keith A. Horvath.

Accordingly, it is this 15th day of June 2022, **ORDERED** that:

1. The Application filed by Liv DC, LLC, t/a DC Liv, for a new Retailer's Class CT License, located at 477 H Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of Keith A. Horvath in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b9b9945f0e4b73093d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f920d6eac8d1b352dd2945ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fcadbe145d7f4b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4016155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172931f0509447491b5e9c2a418f9

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0040ec14adeb52541ceb

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 this 14th day of June, 2022 by and between LivDC, LLC t/a DC Liv, ABRA License #120261 (“Applicant”), and Keith A. Horvath (“Abutting Property Owner” or “Protestant”), and (collectively, the “Parties”).

RECITALS

WHEREAS, Applicant has applied for renewal of its Retailer’s Class “DR” License for a business establishment (“Establishment”) located at 477 H Street, NW, Washington, DC 20001 (“Premises”);

WHEREAS, Applicant acknowledges Protestant’s concerns regarding potential noise being heard inside his abutting residence and Applicant agrees to take reasonable measures to prevent any noise from the establishment being heard in Protestant’s abutting residence;

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 renewal 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. Applicant will strictly comply with D.C. Official Code § 25-725. Further, Applicant agrees to hire a professional noise consultant or sound engineer prior to opening the Establishment to ensure that the construction of the Establishment incorporates noise mitigation. Applicant will install acoustical tile ceilings, sound absorptive curtains, and acoustical panels. Applicant agrees to implement all reasonable recommendations made by the sound consultant.
- 3) Public Space and Trash. Applicant shall take reasonable measures to keep the sidewalk adjacent to the Establishment (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 take reasonable measures to monitor these areas daily for refuse and other materials.
- 4) 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.
- 5) Point of Contact. Applicant agrees to provide the Protestant with the name, email address and number for a point of contact for Protestant. Any aggrieved party may contact the individual with specific questions, concerns, or complaints.

Additionally, Applicant agrees to work in good faith with the Protestant to address the any noise concerns that may arise once the establishment begins operating.

- 6) 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.

- 7) Notice and Opportunity to Cure. In the event that any of the parties is 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, reasonable notice and opportunity shall provide for a cure within fourteen (14) days of the date of such notice. However, if the breach relates to excessive noise, Applicant shall provide an immediate cure to reduce the noise level so that it cannot be heard by the Protestant. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and sent via certified mail, return receipt requested, postage prepaid, hand-delivered, or sent via electronic mail to the other 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: Yimaj Kalifa
LivDC, LLC t/a DC Liv
477 H Street, NW
Washington, DC 20001
Email: capitalmd@yimaj.com

If to Protestant: Keith A. Horvath
475 H Street, NW Suite 2
Washington, DC 20001
Stickneyite79@gmail.com

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.

- 8) Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestant shall withdraw the protest.

PROTESTANT:

Keith A. Horvath

DocuSigned by:



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By:

APPLICANT:

LivDC, LLC



By: Yimaj Kalifa, Member