

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

**In the Matter of:**

Allure Lounge, LLC  
t/a Allure Lounge

Applicant for a New  
Retailer's Class CT License

at premises  
711 H Street, NE  
Washington, D.C. 20002

Case No.: 18-PRO-00001  
License No.: ABRA-108303  
Order No.: 2018-046

Allure Lounge, LLC, t/a Allure Lounge (Applicant)

Stephen O'Neal, Commissioner, Advisory Neighborhood Commission (ANC) 6C

**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 SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by Allure Lounge, LLC, t/a Allure 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 16, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated January 22, 2018, 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 Commissioner Stephen O’Neal, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 31st day of January, 2018, **ORDERED** that:

1. The Application filed by Allure Lounge, LLC, t/a Allure Lounge, for a new Retailer’s Class CT License, located at 711 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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 modification:

Section 5 (Stipulated License) – The following language shall be removed: “and that the Applicant be granted a stipulated license.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 6C.

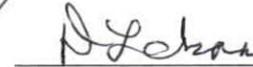
District of Columbia  
Alcoholic Beverage Control Board

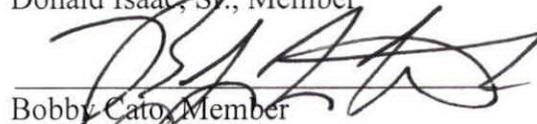
  
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Nick Alberti, Member

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Mike Silverstein, Member

  
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James Short, Member

  
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Donald Isaac, Sr., Member

  
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Bobby Cato, Member

  
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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 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

THIS SETTLEMENT AGREEMENT (“**Agreement**”) is made on this 22th day of January 2018 by and between Allure Lounge, LLC (“**Applicant**”), at 711 H Street, NE, Washington, DC 20002 ABRA License # 108303 and Advisory Neighborhood Commission 6C (the “**ANC**”), (collectively, the “**Parties**”).

### PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

### WITNESSETH

**WHEREAS**, Applicant has applied for a License Class C for a Tavern (“**Establishment**”) serving alcoholic beverages at 711 H Street, NE, Washington, DC 20002 (the “**Premises**”);

**WHEREAS**, the ANC has concerns regarding the granting of this application;

**WHEREAS**, in recognition of the Alcoholic Beverage Control Board’s (the “**ABC Board**”) policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary 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 application, and (2) ANC will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board’s order issuing the license, which license is conditioned upon compliance with this Agreement;

**WHEREAS**, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

**WHEREAS**, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement.

**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. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 9:00 A.M. and 5:00 P.M.

3. **Public Space and Trash.** Applicant will make commercially reasonable efforts to maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space adjacent to and in front of the Premises as necessary. All trash and garbage shall be stored in an area not visible to neighbors until it is to be picked up by Licensee's hauler. Licensee's hauler shall pick up trash and or recycling only between the hours of 9:00 A.M. and 5:00 P.M. Applicant shall not dispose glass bottles outside of the building between 9:00 P.M. and 8:00 A.M. The Licensee shall keep dumpster lids tightly closed.
4. **Noise.** Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including D.C. Official Code § 25-725. Licensee acknowledges that Protestants are particularly concerned regarding the potential for noise emanating from the building. Licensee recognizes the sensitive nature of this property with close proximity to residential properties to the rear of the building.
5. **Stipulated License.** Upon execution of this Agreement by the Parties, ANC6C agrees to send a letter to ABRA recommending that the application be approved and that the Applicant be granted a stipulated license.
6. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6C does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
7. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Allure Lounge, LLC  
711 H Street, NE  
Washington, DC 20002  
Attn: Zi Russell  
Phone: 646-533-1350  
e-mail: spectrumfinancials@gmail.com

If to ANC: Advisory Neighborhood Commission 6C  
P.O. Box 77876  
Washington, DC 20013-7787  
Attn: Stephen O'Neal, ABC Committee Chair  
Phone: 847-334-0749

e-mail: [stoneal@gmail.com](mailto:stoneal@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. **Protest withdrawn.** Upon execution of this Agreement by the Parties, the ANC shall withdraw its protest of the Applicant's pending license application.

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

The ANC:

*Stephen O'Neal*

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ABC Committee Chair, ANC 6C

Date: January 22, 2018

APPLICANT:

Allure Lounge, LLC

By: Amente Zerihun

Date: January 22, 2018