

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

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<b>In the Matter of:</b>	)
	)
Allure Lounge, LLC	)
t/a Allure Lounge	)
	)
Application for Substantial Change	)
to Retailer's Class CT License	)
	)
at premises	)
711 H Street, NE	)
Washington, D.C. 20002	)
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Case No.: 20-PRO-00041  
License No.: ABRA-108303  
Order No.: 2021-283

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

Bryan Wesson, Representative, on behalf of the Applicant

Stephen O'Neal, ANC 6C Alcoholic Beverage Licensing Member, on behalf of Advisory Neighborhood Commission (ANC) 6C

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

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

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The Application filed by Allure Lounge, LLC, t/a Allure Lounge (Applicant), for a Substantial Change to add a Game of Skill endorsement to their operations, was protested by ANC 6C.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated May 7, 2021, 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 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 12th day of May 2021, **ORDERED** that:

1. The Application filed by Allure Lounge, LLC, t/a Allure Lounge, for a Substantial Change 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 The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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 (Games of Skill) – The citation “D.C. Official Code 25-7086” shall be replaced with the citation “D.C. Official Code 25-786.”

The parties have agreed to this modification.

4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 61420659e992585e4b7205041d2c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547aa2720f205c6e0b16032422549ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 255632c4df0e146e7f6e75b17917d20e

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: d560a91645e10e4016155e5c12f81ec

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172d1705264474010209ca418f0

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f0f0040ec14adeb52541ce5

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 14<sup>th</sup> 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).

## REVISED SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Agreement**") is made on this 7th day of May 2021 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. **Games of Skill:** Applicant will strictly comply with D.C. Official Code § 25-7086 relating to placement and operating requirements of games.
  - a. Applicant will have no more than three games on the licensed premises,
  - b. Applicant will permit use of the games only within the hours of operation inside the premises,
  - c. Applicant agrees it will maintain security cameras that are operational and record for 30 days,
  - d. Applicant will not permit a person under 18 years of age or a person that appears intoxicated or under the influence of a narcotic or other substance to play a game of skill machine and shall designate an employee to regularly monitor the designated area where game of skill machines are played to ensure that no intoxicated person or under the influence of a narcotic or other substance or anyone under 18 years of age is playing or attempting to play a game of skill machine,
  - e. Applicant will not permit the placement of a game of skill machine on an outdoor public or private space that has not been approved by the DC ABC Board nor permit the placement of a game of skill machine outside of the designated areas contained on the applicant's diagram provided as part of the license application or outside the areas approved by the DC ABC Board.
6. **Hours.** Applicant's hours of operation shall be:

9:00 a.m. to 1 :00 a.m., Sunday through Thursday, and 9:00 a.m to 2:00 a.m. on Friday and Saturday.
7. **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.

8. **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: Mr. Zerihun Amente  
Phone: ~~646-533-1350~~ 202-297-4949  
e-mail: zamente@yahoo.com

If to ANC: Advisory Neighborhood Commission 6C  
P.O. Box 77876  
Washington, DC 20013-7787  
Attn: Stephen O'Neal, ABL 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: May 7, 2021

**APPLICANT:**

Allure Lounge, LLC

By:  \_\_\_\_\_

Date: MAY 108 / 2021