

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

In the Matter of:)
)
Voyager 888, LLC)
t/a Assets)
)
Applicant for Renewal of a)
Retailer’s Class CN License)
)
at premises)
1805 Connecticut Avenue, NW)
Washington, D.C. 20009)
)

Case No.: 19-PRO-00143
License No.: ABRA-113585
Order No.: 2020-719

Voyager 888, LLC, t/a Assets, Applicant
Richard Bianco, Counsel, on behalf of the Applicant
Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B
David Bender, Chairperson, Advisory Neighborhood Commission (ANC) 2D
Donald J. Friedman, President, Sheridan-Kalorama Neighborhood Association (SKNC)
Adam Bartkowiak, on behalf of A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF
PROTESTS AND DISMISSAL OF A GROUP OF FIVE OR MORE
INDIVIDUALS’ PROTEST**

The Application filed by Voyager 888, LLC, t/a Assets (Applicant), for renewal of its Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 9, 2019.

The official records of the Board reflect that the Applicant, ANC 2B, ANC 2D, and SKNC entered into a Settlement Agreement (Agreement), dated October 29, 2020, 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; Chairperson Daniel Warwick, on behalf of ANC 2B; Chairman David Bender, on behalf of ANC 2D; and Donald J. Friedman, on behalf of SKNC; are signatories to the Agreement.

Furthermore, the Board dismisses the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..." Having approved the Settlement Agreement between the Applicant and ANC 2A, the Board now dismisses the Group of Five or More Individuals by operation of law.

Accordingly, it is this 18th day of November 2020, **ORDERED** that:

1. The Application filed by Voyager 888, LLC, t/a Assets, for renewal of its Retailer's Class CN License, located at 1805 Connecticut Avenue, NW, Washington, D.C., is **GRANTED**;
2. 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 13 (Notice and Opportunity to Cure) – The language "shall be cause to request show cause from the Board" shall be replaced with the language "shall be cause to file a complaint with the Board."

The parties have agreed to this modification.

3. The Protest of the Group of Five or More Individuals is **DISMISSED**;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430c96b29c15f0e4b730093d1d0c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 347a437f8209e8c81b352825f40c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d33caafba145d774b75b27917d2ba

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: b72ca46b59db74092b191b35b738f1ecf

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b550a91845e11fe4016155e5c12ff10c

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 831729c1850944f4b1b0e9c2a418b9

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd47f8f6f040ec14adab52541ce5

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 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 St NW, 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).

AMENDED AND RESTATED SETTLEMENT AGREEMENT

Oct 29, 2020

THIS SETTLEMENT AGREEMENT (the "Agreement") is made on this ____ day of October, 2020, by and between Voyager 888, LLC t/a Assets ("Applicant"), Advisory Neighborhood Commission 2B ("ANC 2B"), Advisory Neighborhood Commission 2D ("ANC 2D"), and the Sheridan-Kalorama Neighborhood Council ("SKNC") (collectively, the "Parties").

WHEREAS, Applicant has submitted an application for the renewal of its Retailer's Class CN License, License Number ABRA-113585, for a business establishment ("Establishment") located at 1805 Connecticut Avenue, NW, Washington, D.C. (the "Premises");

WHEREAS, ANC 2B and ANC 2D filed timely protests against the renewal of Applicant's license pursuant to D.C. Official Code § 25-601 (4), and SKNC filed a timely protest against the renewal of Applicant's license pursuant to D.C. Official Code § 25-601(3) (collectively, the "Protests");

WHEREAS, Applicant's license is subject to an existing "Voluntary Agreement" with ANC 2B, dated February 14, 2001, which this Agreement shall replace and supersede;

WHEREAS, the Parties have agreed to enter into this Agreement and to request that the Alcoholic Beverage Control Board ("ABC Board") approve Applicant's application for the renewal of its license conditioned upon Applicant's compliance with the terms of this Agreement; and

WHEREAS, the Parties have entered into this Agreement pursuant to D.C. Official Code § 25-446 to eliminate the need for a protest hearing regarding Applicant's application for the renewal of its license.

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. ***Nature of the Business.*** Applicant will operate a nightclub at the Premises in accordance with the terms and conditions of its license.
3. ***Hours of Operation and Sales.*** The Establishment's permissible hours of operation shall be as follows:

Sunday: 3 p.m. - 2 a.m.,
Monday through Thursday: 11:30 a.m. - 2 a.m.,
Friday: 11:30 a.m. - 3 a.m.,
Saturday: 3 p.m. - 3 a.m.

The Establishment may temporarily operate and serve alcohol outside of the aforementioned hours with permission from the Board or Council, such as by participation in the Holiday Extension

of Hours Program or programs for special events such as World Cup, MLB All-Star Game, Inauguration, and Daylight Savings.

4. **Floors Utilized and Occupancy.** Applicant may operate the Establishment in the basement, on the ground (first) floor, and the balcony of the Premises, provided that sexually-oriented entertainment shall not be provided in any location other than the ground (first) floor. The Establishment's occupant load shall not exceed the lower of one-hundred-sixty (160) or the number specified by Applicant's Certificate of Occupancy for the Premises.

5. **Outdoor Signage and Tradename.** Except as provided in paragraph 8 below, Applicant shall not display any sign or advertisement outside of the Premises other than one sign stating its tradename facing Florida Avenue and an identical sign stating its tradename facing Connecticut Avenue. Signs shall not include any drawing or graphics, shall not be flashing or blinking, and shall not measure in any dimension more than the existing signage. Applicant may not display, advertise, or otherwise use any tradename that refers to dancing of any kind, live performances of any kind, or sexually-oriented activity of any kind. It being expressly agreed and understood that the Applicant's current trade name complies with this paragraph.

6. **Private Security.** Applicant agrees that it shall take all necessary steps to minimize security and crime problems, by operating at all times in accordance with its Board approved Security Plan.

7. **Reimbursable Details.** Applicant shall hire reimbursable details provided by the Metropolitan Police Department to patrol the area surrounding the Premises (up to four blocks away) from midnight to 4 a.m. on Friday and Saturday nights, provided that ABRA is able to pay not less than 60% of the cost through the Reimbursable Detail Subsidy Program. If the subsidy falls below 60% during any given time period, the Applicant may, but is not required to, participate in the program during such time period.

8. **Parking/Valet Arrangements.** Applicant shall advertise the availability of parking in the garage at 1986 Florida Ave. NW on its website as well as on a sign at the entrance to the Establishment. Where parking is advertised, Applicant shall also advertise the Premises' close proximity to the Dupont Circle Metro station.

9. **Noise and Privacy.** Applicant is subject to D.C. law with respect to noise and privacy, including D.C. Official Code § 25-725, and shall take reasonable measures to comply. Applicant agrees to keep its entrance doors closed during its hours of operation, except that the entrance doors may be opened briefly to allow the ingress and egress of each patron or group of patrons.

10. **Public Space and Trash.** Applicant shall keep the public space immediately adjacent to the Premises clean and free of litter and other debris, and otherwise in compliance with the D.C. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently and remove litter and other debris promptly. Applicant shall obtain a dumpster to be placed in the rear of the building where the Premises are located. Applicant shall ensure that the area around the dumpster is kept clean at all times and shall not allow litter and other debris to accumulate on any abutting real property.

11. ***Rats and Vermin Control.*** Applicant shall provide rat and vermin control within and immediately adjacent to the Premises. Applicant shall have the area within and immediately adjacent to the Premises properly cleaned at the end of each night.

12. ***License Ownership and Compliance with Alcoholic Beverage Laws.*** Applicant shall abide by all alcoholic beverage statutes and regulations, including with respect to the ownership of its license, and agrees that each of the Parties shall have standing to request the ABC Board to enforce this Agreement. Any reference made to DC laws and regulations in this Agreement is for information only. The parties do not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

13. ***Notice and Opportunity to Cure.*** In the event that any party is in breach of this Agreement, it shall be entitled to 30 days' notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement unless the party was given prior notice and opportunity to cure with respect to another breach within the preceding 90 days in which event notice and opportunity to cure may be given but is not required as a condition precedent to seeking enforcement of the Agreement. If the breach is of the type that cannot be cured within thirty (30) days, the allegedly breaching party shall be entitled to an extension of the cure period for a commercially reasonable period. If Applicant fails to cure within the 30- day period (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), failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses or such other address as may be subsequently provided. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to ANC 2B: ANC 2B c/o Single Member District Commissioner for ANC 2B02
Regular Mail: Address listed for ANC 2B at <http://anc.dc.gov>
E-mail: 2B02@anc.dc.gov

If to ANC 2D: ANC 2D c/o Single Member District Commissioner for ANC 2D02
Regular Mail: Address listed for ANC 2D at <http://anc.dc.gov>
E-mail: 2D02@anc.dc.gov

If to SKNC: Donald J. Friedman, President
Sheridan-Kalorama Neighborhood Council
2441 Tracy Place, NW
Washington, DC 20008
E-mail: dfriedman@perkinscoie.com

If to the Applicant: Voyager 888, LLC t/a Assets
3399 Benning Road, NE
Washington, DC 20019
Attn: Jeff Schaeffer, Managing Member
E-mail: jschaeffer888@aol.com

Failure to give notice shall not constitute waiver or acquiescence to the violation.

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, the Protests shall be deemed withdrawn.

15. **No Waiver.** Nothing in this Agreement shall be construed as waiving or limiting the rights of SKNC, ANC 2B, or ANC 2D, to protest any future applications concerning the Establishment.

16. **Counterparts and Facsimiles.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one Party, but all of which taken together will constitute one and the same agreement. Signatures transmitted by facsimile machine or electronically in Portable Document Format (PDF) or similar software shall be treated as originals for purposes of this Agreement.

Intending to be legally bound, the Applicant, SKNC, ANC 2B, and ANC 2D have each executed this Agreement by their authorized representatives on the dates indicated below:

VOYAGER 888, LLC t/a ASSETS

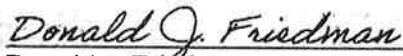

Jeff Schaeffer (Oct 29, 2020 18:11 EDT)

Jeff Schaeffer, Managing Member

Oct 29, 2020

Date

SHERIDAN-KALORAMA NEIGHBORHOOD COUNCIL


Donald J. Friedman, President

Donald J. Friedman, President

10/16/2020

Date

ADVISORY NEIGHBORHOOD COMMISSION 2B



Daniel Warwick, Chair

10/20/2020

Date

ADVISORY NEIGHBORHOOD COMMISSION 2D



David Bender, Chair

10/20/2020

Date






Assets_Settlement_Agreement_-_FINAL

Final Audit Report

2020-10-29

Created:	2020-10-29
By:	Richard Bianco (rich@lawrjb.com)
Status:	Signed
Transaction ID:	CBJGHBCAABAAZhcqhjeCb1ygmHI_XfZHIZRWfO9D1zxX

"Assets_Settlement_Agreement_-_FINAL" History

-  Document created by Richard Bianco (rich@lawrjb.com)
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2020-10-29 - 5:41:14 PM GMT
-  Email viewed by Jeff Schaeffer (jschaeffer888@aol.com)
2020-10-29 - 10:04:12 PM GMT- IP address: 73.200.107.193
-  Document e-signed by Jeff Schaeffer (jschaeffer888@aol.com)
Signature Date: 2020-10-29 - 10:11:47 PM GMT - Time Source: server- IP address: 73.200.107.193
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