

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

MVA, LLC

t/a Cinco Soles

Applicant for a New

Retailer's Class CT License

at premises

3418 11th Street, NW

Washington, D.C. 20010

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License No.: ABRA-113277

Order No.: 2024-917

MVA, LLC, t/a Cinco Soles, Applicant

Dieter Lehmann-Morales, Chairperson, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn, Member

Ryan Jones, Member

David Meadows, Member

ORDER ON ADDENDUM TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the previous establishment and ANC 1A entered into a Settlement Agreement (Agreement), dated September 9, 2009, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider MVA, LLC, t/a Cinco Soles (Licensee) and ANC 1A's Addendum to Settlement Agreement (Addendum), dated November 13, 2024, in accordance with D.C. Official Code § 25-446 (2001).

The Addendum has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Dieter Lehmann-Morales, on behalf of ANC 1A, are signatories to the Addendum.

Accordingly, it is this 4th day of December 2024, **ORDERED** that:

1. The above-referenced Addendum to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Subsection 2(a) (Noise Suppression (amending Section 1 of original agreement)) – This Subsection shall be modified to read as follows: “In the event of a noise violation, the Applicant shall install appropriate sound mitigation improvements to prevent future violations, as a qualified acoustical engineer recommends.”

Subsection 3(a) (Complaint and Dispute Resolution Process) – This Subsection shall be modified to read as follows: “The Applicant is encouraged to respond promptly to all calls and encouraged to offer an acceptable resolution to a complainant. An emergency call is defined as one that affects the resident's quiet use and enjoyment due to noise, vibrations, or other disturbances generated from the Applicant's business operations or entertainment activities. Routine calls for other matters addressed in this Agreement, such as trash or pest control, are encouraged to be promptly responded to and managed by the Applicant to abate the situation. The Applicant's representative may address reported noise problems by lowering the volume of any noise, music, sounds, or vibrations to a level where it is no longer audible within the residence(s); or by the Applicant's designated representative addressing noise generated by patrons behaving in a loud or disorderly manner inside or outside the Establishment.”

The parties have agreed to these modifications.

2. All terms and conditions of the original Settlement Agreement not amended by the Addendum, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis 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 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 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).

ADDENDUM TO SETTLEMENT AGREEMENT

This Addendum is made and entered into on this 13th day of November 2024 by and between MVA Inc. (t/a Cinco Soles) ("Licensee" or "Establishment") with license no. ABRA-082211 and Advisory Neighborhood Commission 1A ("ANC 1A").

WHEREAS, Local 11, LLC (t/a Maple) and ANC 1A entered into a Settlement Agreement on September 9, 2009, for the premises located at 3418 11th Street, NW, Washington, D.C. 20010; and

WHEREAS, the license has been transferred from Local 11, LLC (t/a Maple) to Cinco Soles, LLC, which now operates the establishment at the same location; and

WHEREAS, Cinco Soles, LLC, as the new Licensee, agrees to be bound by the terms of the original Settlement Agreement and this Addendum; and

WHEREAS, the Licensee has applied for an Entertainment Endorsement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree to amend the original Settlement Agreement as follows:

1. Hours of Operation, Alcohol Sales, & Entertainment

The establishment's permitted hours of operation and the selling, serving, and consumption of alcohol and entertainment shall be as follows:

Inside Premises	Operation	Sales	Entertainment
Sunday	10AM - 2AM	10AM - 2AM	10AM - 12AM
Monday	11:30AM - 2AM	11:30AM - 2AM	5PM - 12AM
Tuesday	11:30AM - 2AM	11:30AM - 2AM	5PM - 12AM
Wednesday	11:30AM - 2AM	11:30AM - 2AM	5PM - 12AM
Thursday	11:30AM - 2AM	11:30AM - 2AM	5PM - 12AM
Friday	11:30AM - 3AM	11:30AM - 3AM	11:30AM - 12AM
Saturday	10AM - 3AM	10AM - 3AM	10AM - 12AM
Summer Garden			
Sunday	10AM - 2AM	10AM - 2AM	None
Monday	11:30AM - 2AM	11:30AM - 2AM	None

Tuesday	11:30AM - 2AM	11:30AM - 2AM	None
Wednesday	11:30AM - 2AM	11:30AM - 2AM	None
Thursday	11:30AM - 2AM	11:30AM - 2AM	None
Friday	11:30AM - 3AM	11:30AM - 3AM	None
Saturday	11:30AM - 3AM	11:30AM - 3AM	None

- a. Sales of alcohol shall end 30 minutes prior to operation closing hours on all days.
- b. If at any time, the ABC Board or Council for the District of Columbia extends hours of legal operation for alcohol sale on a temporary basis (e.g., New Year's Eve, Day Light Savings, Inauguration, World Cup, Extended Hours for Service, etc.) the Applicant shall have the right to serve alcohol to the full extent of such authorization.
- c. Any entertainment is prohibited in outside areas, including sidewalk cafes, streateries, summer gardens, and patios (even if accessed through the establishment)
- d. **Entertainment Endorsement:** The Licensee shall be permitted to have live entertainment in accordance with an approved Entertainment Endorsement to its ABC license. The Entertainment Endorsement shall apply to inside the premises only. Hours of entertainment shall be limited to:
 - i. Sunday: 10:00 AM – 12:00 AM
 - ii. Monday - Thursday: 5:00 PM – 12:00 AM
 - iii. Friday: 11:30 AM – 12:00AM
 - iv. Saturday: 10:00 AM – 12:00 AM

2. **Noise Suppression (amending Section 1 of original agreement)**

- a. The Licensee shall regulate the audio system sound levels and location of equipment, including the audio system used by contracted musicians, disc jockeys, and other vendors, to be consistent with the noise prohibitions outlined in this Agreement and the D.C. Noise Control Act.
- b. Amplified speakers used in the interior shall be on stands, raised, and/or mounted to reduce vibrations.
- c. The Licensee agrees that exterior doors and windows shall not remain open after 10:00 PM when music or amplified sound is audible from the exterior of the Establishment.
- d. In the event of noise complaints, the Licensee shall install sound mitigation improvements throughout the Premises, as recommended by a qualified acoustical engineer. The Licensee shall engage a qualified acoustic engineer to ensure that all sound mitigation improvements are installed to the highest noise control industry standard.

3. **Complaint and Dispute Resolution Process**

- a. The Licensee shall respond promptly to all calls and offer an acceptable resolution to complaints. An emergency call is defined as one that affects the resident's quiet use and enjoyment due to noise, vibrations, or other disturbances generated from the Licensee's business operations or entertainment activities.
- b. The Licensee shall inform and train staff within seven days of hire and routinely train staff monthly after being hired regarding the details of this Agreement to facilitate an appropriate and timely response to resident complaints.

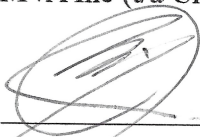
4. Notice and Opportunity to Cure

- a. In the event that any of the parties are in breach of this Agreement, they 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 or is a repetition of a prior breach, the noticed party will have thirty (30) calendar days to cure upon receiving notice.


All other provisions of the original Settlement Agreement not specifically amended herein shall remain in full force and effect.

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

For MVA Inc (t/a Cinco Soles)

By:  Date: 11/13/2024
Mauricio Arias, Owner

For ANC 1A

By:  Date: 11/13/2024
Dieter Lehmann-Morales, Chair ANC 1A