

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

In the Matter of:)
)
Prosperity DC, LLC)
t/a Deja Vu DC Lounge)
)
Application for Substantial Change)
(Transfer to a New Location))
to Retailer’s Class CR License)
)
at premises)
2020 9th Street, NW)
Washington, D.C. 20001)

Case No.: 23-PRO-00064
License No.: ABRA-121029
Order No.: 2023-480

Prosperity DC, LLC, t/a Deja Vu DC Lounge, Applicant

Lynn Johnson, President, Westminster Neighborhood Association (WNA), Protestant

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC WNA’S PROTEST**

The Application filed by Prosperity DC, LLC, t/a Deja Vu Dc Lounge (Applicant), for a Substantial Change for a transfer to a new location from 1307 H Street, NE to 2020 9th Street, NW, Washington, D.C., having been protested by Westminster Neighborhood Association (WNA), came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on August 17, 2023, and a Protest Status Hearing on September 13, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and WNA have entered into a Settlement Agreement (Agreement), dated September 14, 2023, 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 Lynn Johnson, on behalf of WNA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by WNA.

Accordingly, it is this 20th day of September 2023, **ORDERED** that:

1. The Application filed by Prosperity DC, LLC, t/a Deja Vu Dc Lounge (Applicant), for a Substantial Change for a transfer to a new location to its Retailer's Class CR License, is **GRANTED**;
2. The Protest of WNA in this matter is hereby **WITHDRAWN**;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:

Subsection 6(c) (Noise) – The last two (2) sentences shall be removed.

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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SwamineriDocx.com
Donovan Anderson
Key: 9c43c60580d580e4b73090031dccc8

Donovan Anderson, Chairperson

eSigned via SwamineriDocx.com
James Short
Key: 5476e370920c60e5f11032042040c

James Short, Member

eSigned via SwamineriDocx.com
Bobby Cato
Key: 2b8d3fca07b4140171b75b07217d20d

Bobby Cato, Member

eSigned via SwamineriDocx.com
Jeni Hansen, Member
Key: 82172091c55204474912519c2441805

Jeni Hansen, Member

eSigned via SwamineriDocx.com
Edward Grandis, Member
Key: 5027bda718f0c040c14c10b52541ce5

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 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 (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 by and between
Westminster Neighborhood Association (WNA),
and
Prosperity DC, LLC (t/a Déjà vu DC Lounge)**

THIS AGREEMENT, made and entered into this 14 day of September, 2023, by and between DEJA VU DC LOUNGE ("Applicant") and Westminster Neighborhood Association ("Protestant").

RECITALS

WHEREAS, Applicant has filed an application for a new Retailer's Class "C" Restaurant, ABRA#-121029 ("License") for a business Establishment located at 2020 9th Street, NW, Washington, DC 20001 ("Establishment") with an Entertainment Endorsement; and

WHEREAS, in recognition of the Alcoholic Beverage Control Board ("Board")'s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement 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 Protestant's concerns and to include this Agreement as a formal condition of its renewal application, and (2) Protestant will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant's compliance with its terms; and

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

WHEREAS, this agreement will be converted to a revised agreement by Applicant with the same terms, reflecting said new name, following an ABCA approved establishment name change (Trade Name or otherwise), and signatures shall not be withheld by either the Applicant nor Protestant. This agreement includes delineated operating hours for a Summer Garden (on rear patio, only), though not yet approved by ABCA. At such time that Applicant submits a request for a Summer Garden (on patio), a Protest shall not be mounted by Protestant if the terms meet the operating hours drafted in this agreement; but, a revised settlement agreement, removing this clause, and associated references shall be enacted by Applicant and signatures shall not be withheld by either the Applicant nor Protestant.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.

- a. Applicant will operate and manage a Retailer's Class "C" Restaurant License Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with an ENTERTAINMENT ENDORSEMENT.
- b. The Establishment shall have a maximum occupancy of 149 with 99 seats, per the attached Seating Plan. Applicant currently seeks a total seating for up to 99 patrons, inclusive of 99 indoors, TD on the summer garden, and Applicant shall post its Certificate of Occupancy in public view at all times. In

no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons agreed to in this SA or that may lawfully occupy the Premises pursuant to its Certificate of Occupancy, whichever is more restrictive.

2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

a. Interior Hours of Operation:

Day		
Sunday - Thurs.	10:00 a.m.	2:00 a.m.
Friday - Sun.	10:00 a.m.	3:00 a.m.

ET / LJ

b. Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Day		
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

c. Interior Hours of Entertainment:

Day		
Sunday	10:00 a.m.	1:45 a.m.
Monday	10:00 a.m.	1:45 a.m.
Tuesday	10:00 a.m.	1:45 a.m.
Wednesday	10:00 a.m.	1:45 a.m.
Thursday	10:00 a.m.	1:45 a.m.
Friday	10:00 a.m.	2:45 a.m.
Saturday	10:00 a.m.	2:45 a.m.

3. Exterior Hours of Operation (ONLY after ABCA approval of Substantial Change):

Day		
Sunday	10:00 a.m.	11:30 p.m.
Monday	10:00 a.m.	11:30 p.m.
Tuesday	10:00 a.m.	11:30 p.m.
Wednesday	10:00 a.m.	11:30 p.m.
Thursday	10:00 a.m.	11:30 p.m.
Friday	10:00 a.m.	12:00 a.m.
Saturday	10:00 a.m.	12:00 a.m.

ET
LJ

4. On days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may participate in this program as follows:

Provided that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. Applicant must submit, as required by regulation, any forms or documents to ABRA and gain approval for such extended hours of service. These extended hours apply only to the hours of operation of the interior of the Premises.

5. General Conditions.

- a. The Establishment shall have an ABRA-certified manager on its premises at all times during operating hours, including for private events.
- c. The Establishment shall not be permitted to participate in ABRA permitted Pub Crawls.
- d. The Establishment shall not hire or otherwise allow a promoter or other third party to operate at the establishment and permit that entity to maintain control over the premises by allowing them to
 - i. Collect admission fees or money from patrons at the premises or in the sidewalk area immediately outside the premises;
 - ii. Check identifications or perform body and item searches;
 - iii. Distribute wrist bands or stamps to patrons to determine their age;
 or
 - iv. Provide alcoholic beverages to customers. Nothing in this condition shall prevent a third party from engaging in the promotion of events at the establishment through social media, text message, and other media outlets (e.g., radio, television, newspaper, email, flyers, etc.)
- e. The Establishment shall not engage in or permit activities that are subject to specific endorsements not approved as part of its issued License.

6. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title

Settlement Agreement - WNA & Déjà Vu DC Lounge - ABCA LICENSE#121029

20 and Title 25.

- b. Applicant agrees to keep its doors and windows closed at all times to prevent music, sound, and noise and vibrations from extending into the neighborhood, including the back-side and adjacent residences; further, these shall not be heard or felt at the front sidewalk (at road curb), nor in exterior premises, at the alley/premises edge.
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725, including, but not limited to, making reasonable architectural modifications to the Establishment following any noise violation, and making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures, under the direction of an engineering/acoustic consultant's specifications. The aforementioned mitigation measures shall be undertaken with feedback from Protestant during planning, implementation and following completion. Pictures of each installed component shall be made available to protestant if such installation will be hidden by walls or otherwise not visible to the eye, after completion.
- d. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- e. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress.
- f. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- g. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- h. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the Protestant shall be given this number to distribute to the neighboring residents.

7. Trash and Odors.

Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

- a. Applicant is encouraged to work with the Protestant towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. Applicant will daily check the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- d. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- e. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.

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- f. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
- g. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- h. Applicant shall keep the exterior (including immediately adjacent portions of the alley way and front sidewalk) of the Establishment free of litter, bottles, chewing gum, trash, and other debris. These locations shall be regularly cleaned from debris to comply with this provision, at least twice per day, once at the time of opening and at the end of each business day. Regular pressure washing of front sidewalk shall be completed every month.
- i. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

ET
LJ

8. Rat and Vermin Control.

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

9. Security, Queuing and General Operations.

- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
- b. After 10:00 p.m, daily, if there are two front entry/egress doors, one shall convert to "ingress" only and the second door shall convert to "egress" only, so that occupancy allowances are not superceded.
- c. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- d. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff.

10. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.

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- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation, cabs, ride-share services or walking.

EA
LJ

11. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

12. License Ownership and Compliance with ABRA Regulations. The Establishment shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.

- a. The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of, the Agreement.

13. 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 a breach is of an emergency nature; or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice.

If the Establishment or the licensee 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 may be delivered by email; mailed via certified mail, return receipt requested; or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

15. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

16. Notices.

- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

Settlement Agreement - WNA & Déjà Vu DC Lounge - ABCA LICENSE#121029

If to Protestant, then to two persons, by two methods, if provided, including email:

1. Lynn Johnson, WNA President,
Lynn@Johnsonandpavuk.com
922 Westminister St. NW
Washington DC 20001



; and,

2. F. Chauvin - FJC99@yahoo.com

If to Applicant, by two methods:

Prosperity DC, LLC (t/a Déjà vu DC Lounge)
2020 9th Street, NW
Washington, DC 20001

TBD: three contacts?

1. Eyob Tesfazchi
Kalibeyob@yahoo.com
2. Darryl Betlea
Darryl.Betlea@gmail.com

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

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

PROTESTANT:

Westminster Neighborhood Association

Lynn Johnson, Pres.

PRINT NAME ABOVE

Lynn H. Johnson

SIGNATURE

Date Signed: 9/14/2023

APPLICANT:

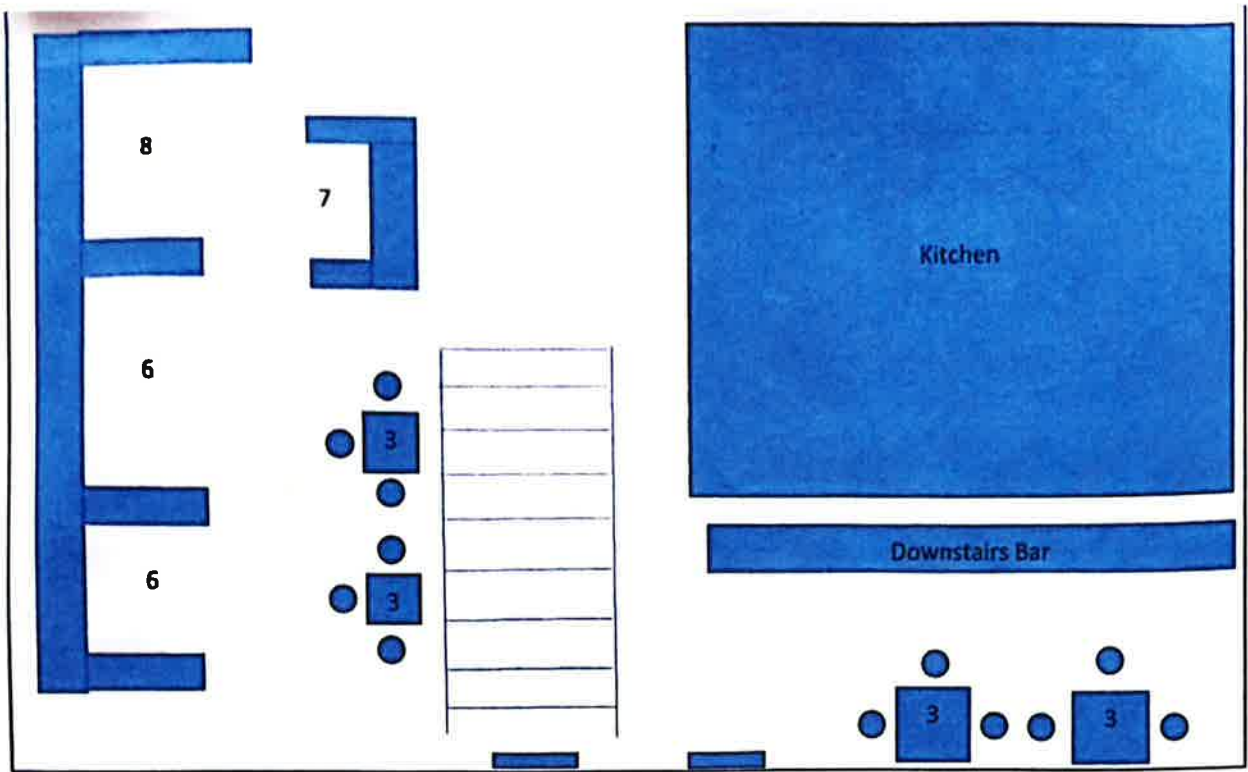
Eyob Tesfayzghi (owner)

PRINT NAME ABOVE + Title

Eyob

SIGNATURE

Date Signed: 9/15/2023

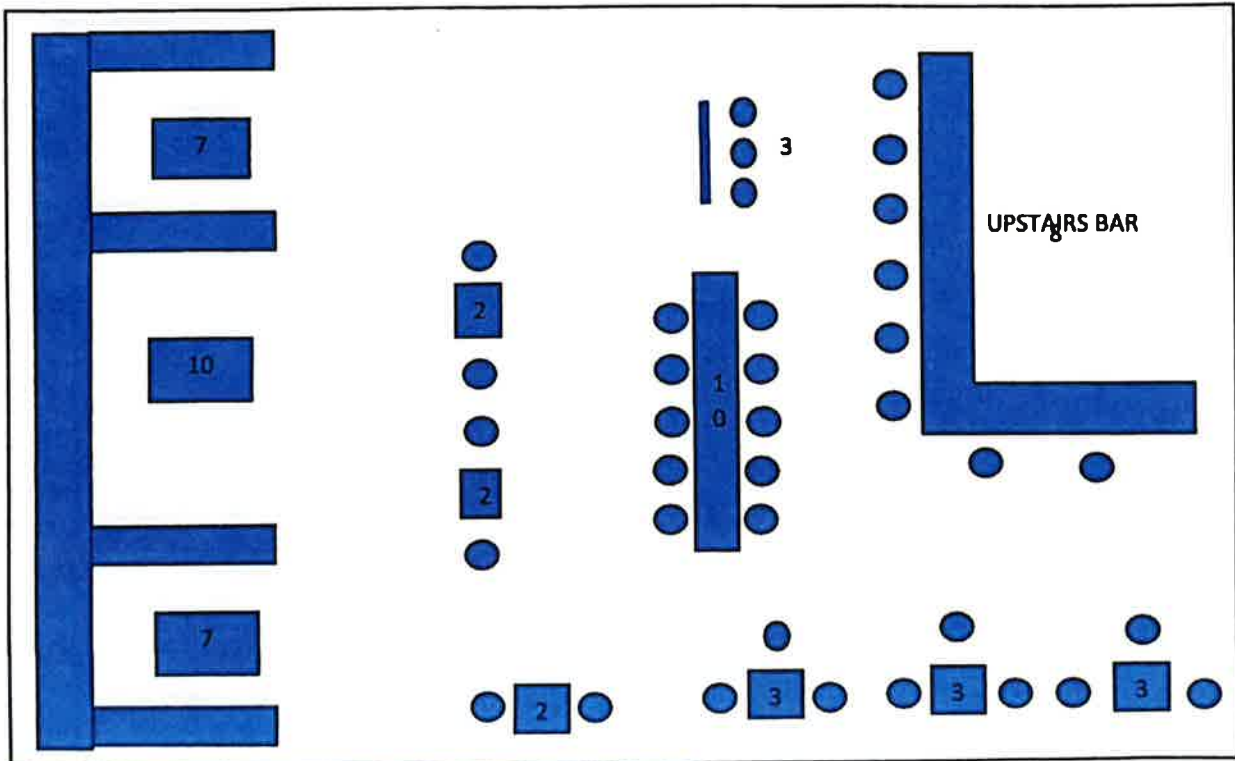


FIRST FLOOR

Actual Seating: 39

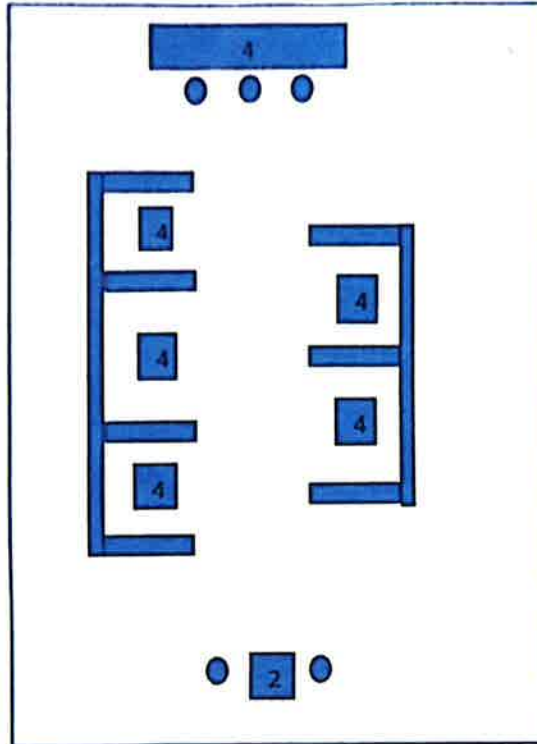
SECOND FLOOR

Actual Seating: 60



SUMMER GARDEN

Anticipated Seating: 25



This seating diagram illustrates the current seating arrangement for 2020 9th Street NW. This arrangement is configured for comfort contributing to seamless patron and employee flow for indoor and outdoor service.

*Issued Certificate of Occupancy 99 Seated / 149 Standing

occupancy load
BT BT