

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

**In the Matter of:** )  
 )  
Ghost Kitchen, LLC )  
t/a Ghostline )  
 )  
Holder of a )  
Retailer's Class CR License )  
 )  
at premises )  
2340 Wisconsin Avenue, NW )  
Washington, D.C. 20007 )  
 )

License No.: ABRA-117089  
Order No.: 2021-159

Ghost Kitchen, LLC, t/a Ghostline, Licensee

Brian Turmail, Chairman, on behalf of Advisory Neighborhood Commission (ANC) 3B

**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**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Ghost Kitchen, LLC, t/a Ghostline (Licensee), and ANC 3B entered into a Settlement Agreement (Agreement), dated March 19, 2021, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairman Brian Turmail, on behalf of ANC 3B, are signatories to the Agreement.

Accordingly, it is this 31st day of March 2021, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between previous parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 3B.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 42420691694778094417200091d1c0f1

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547a0373f720e0e0c11b32292245ec

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James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 2b5d3fca3f91145e714e73eaf7017d20f

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Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560a911845e109e4016155e5c126f1c0

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Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 821729316556447491156f0c2e411895

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Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5627bda769f0040e14adeb52541ee5

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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).

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
ADVISORY NEIGHBORHOOD COMMISSION 3B  
GLOVER PARK AND CATHEDRAL HEIGHTS**



**Settlement Agreement Between ANC3B  
and Ghost Kitchen LLC t/a Ghostline DC**

This is an agreement between Ghost Kitchen LLC t/a Ghostline DC (hereafter "Ghostline") holder of a Class CR alcoholic beverage license (ABRA license #117089) for its premises at 2340 Wisconsin Avenue NW, and Advisory Neighborhood Commission 3B (hereafter "ANC3B").

Ghostline and ANC3B wish to agree to the following terms of a Settlement Agreement listed below. This Agreement is intended to replace the Voluntary Agreement currently attached to the license that had been negotiated with a previous establishment at this location. This Agreement more accurately reflects the operations of Ghostline and is intended to remove the restriction against live music on the rear patio so that Ghostline can apply for an entertainment endorsement.

It is therefore agreed between Ghostline and ANC3B:

1. Ghostline agrees that the second floor outside deck will be closed at midnight, Sunday through Thursday, and at 1 am Friday and Saturday.
2. Ghostline commits to maintaining neighbor-friendly noise levels both downstairs and upstairs, inside and outside, front and back, and will provide its managers and wait staff with strategies for noise control and instruct them to deal promptly with any and all instances of excessive noise.

2a. Excessive noise is defined as noise that causes neighbors to complain because it is disrupting the peace and quiet inside their homes, or noise that any reasonable person would recognize as not neighbor-friendly.

3. Ghostline agrees to seek an entertainment endorsement for any live music performances inside or outside if the entertainment is scheduled after 6:30 pm, as required by the regulations governing its liquor license.

3a. ANC3B agrees to support a stipulated entertainment endorsement once the terms of this Agreement are accepted by the Alcoholic Beverage Control Board. Both parties understand that no live music performances are permitted until the COVID-19 emergency restrictions are ended.

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P.O. BOX 32312 WASHINGTON, D.C. 20007 WWW.ANC3B.ORG EMAIL: ANC3BMAIL@GMAIL.COM

3B01  
N. GLOVER PARK  
ANN MLADINOV

3B02  
E. GLOVER PARK  
JACKIE BLUMENTHAL

3B03  
W. GLOVER PARK  
MELISSA J. LANE

3B04  
CATHEDRAL HEIGHTS  
ELIZABETH ELSON

3B05  
S. GLOVER PARK  
BRIAN TURMAIL

4. Ghostline agrees to the following limitations on live music performances:

4a. Live entertainment will feature only jazz music.

4b. Live music will end no later than 11 pm on Wednesday, Thursday, and Sunday, and no later than midnight on Friday and Saturday. No performances will be scheduled on Monday or Tuesday.

4c. Live jazz performances will be held no more than three times per week. Ghostline agrees to begin with one performance a week and increase the frequency of live entertainment after it is clear that the music does not disrupt the peace and quiet of its residential neighbors.

4d. Ghostline agrees to use a licensed sound engineer to ensure that live music will not be heard inside the homes of near neighbors. Performances will be staged under the covered part of the patio and baffling will be positioned around the perimeter to help contain the sound.

The provisions of this Agreement shall become part of the conditions of Ghostline's liquor license and shall remain in force upon renewal or transfer of the license. Violations of this agreement are subject to enforcement by the Alcoholic Beverage Regulation Administration as well as to protest of the March 2022 license renewal by ANC3B.

Hereby agreed to:

For the Licensee:

  
\_\_\_\_\_  
Tracy D. Wilson, Co-Owner, Ghost Kitchen LLC

For the Commission:

  
\_\_\_\_\_  
Brian Turmail, Chairman

Dated:

3/19/2021