

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

**In the Matter of:** )  
 )  
Lovable Business, LLC )  
t/a Infusion Club and Restaurant )  
 )  
Applicant for a New )  
Retailer's Class CT License )  
 )  
at premises )  
1725 Columbia Road, NW )  
Washington, D.C. 20009 )  
\_\_\_\_\_ )

Case No.: 18-PRO-00002  
License No.: ABRA-108251  
Order No.: 2018-251

Lovable Business, LLC, t/a Infusion Club and Restaurant (Applicant)

Kelly Burchel, Counsel, on behalf of the Applicant

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

Ellen Jaffee, on behalf of A Group of Five or More Individuals

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by Lovable Business, LLC, t/a Infusion Club and Restaurant (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 5, 2018, and a

Protest Status Hearing on March 7, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, KCA, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated March 7, 2018, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Amir Irani, on behalf of ANC 1C; Denis James, on behalf of KCA; and Julie Bondanza, John Carter, Margaret Devoe, Holly Flood, Gay Glading, Ellen Jaffe, Frank Steven Kijek, Henry Leland, Amanda Sauer, Nancy Shia, John That, and Jeffrey Wilkes, the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C, KCA, and the Group of Five or More Individuals of this Application.

Accordingly, it is this 2nd day of May, 2018, **ORDERED** that:

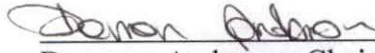
1. The Application filed by Lovable Business, LLC, t/a Infusion Club and Restaurant, for a new Retailer's Class CT License, located at 1725 Columbia Road, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C, KCA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
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 1 (Nature of Establishment) – First paragraph, the language “and to not use the word “Club” in its trade name or in advertising for the establishment” shall be removed.


The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 1C, KCA, and Ellen Jaffee, on behalf of the Group of Five or More Individuals.


District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson


  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Donald Isaac, Sr., Member

  
\_\_\_\_\_  
Bobby Cato, Member

  
\_\_\_\_\_  
Rema Wahabzadah, 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 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 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 CONCERNING  
ISSUANCE OF NEW LICENSE FOR ALCOHOLIC BEVERAGES**

**AGREEMENT**, made this ~~11~~<sup>14</sup> day of March, 2018, by and between Lovable Business, LLC, t/a Infusion, (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association (hereinafter "KCA"), and two groups of five or more: the Jaffe Group, including Julie Bondanza; John Carter; Margaret Devoe; Holly Flood; Gay Glading; Ellen Jaffe; Frank Steven Kijek II; Steve Lanning; Henry Leland; Steve McKeivitt; Mila Rodriguez; Amanda Sauer; Nancy Shia; John Taht, and Jeffery Wilkes (hereinafter the Protestants) witnesseth:

**Whereas**, Applicant has applied for a class CT-03 license (No 108251) to be located at 1725 Columbia Road, NW 20009 (hereinafter "Application").

**Whereas**, the business is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

**Whereas**, the parties desire to enter into this Agreement whereby Applicant agrees to adopt certain measures to address concerns of the Protestants and to include this Agreement as a formal condition of the Application. The Protestants agree to the approval of such license provided that this Agreement is incorporated into the Board's order approving the Application.

**Now, therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Nature of Establishment**

Applicant agrees to amend the Application to change the license class requested from CT (Tavern) to CR-03 (Restaurant), and to not use the word "Club" in its trade name or in advertising for the establishment.

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times as required by law. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

Applicant agrees that there shall be no events having to do with marijuana or any by-product of marijuana at the establishment.

Applicant will manage and operate a restaurant with a bar. There are 4 levels inside the establishment. The 1st, 2nd, and Mezzanine floors will be available for all patrons. The 3rd floor will be kept closed from the public but may be made available to select clients of the establishment for non-ABC business marketing. Any change in the 3rd floor being made available to the public shall be considered by the parties as a substantial change in the establishment's operations.

**2. Hours of Operation**

Inside:

Sunday and Thursday:	11:00 am - 2 am
Monday, Tuesday, Wednesday:	11:00 am - 12:00 midnight
Friday and Saturday:	11:00 am - 3 am

Applicant may be allowed to extend Monday through Wednesday hours when a special event has lasted beyond 12:00 midnight. However, Applicant will not be allowed to serve alcohol beyond 12:00 midnight on Monday through Wednesday. Applicant will ensure all alcohol has been removed from tables by 12:00 midnight.

Applicant agrees to announce last call 25 minutes before closing, sell no alcohol within 15 minutes before closing and that all alcohol will be cleared from service areas and patrons will exit before closing.

It is understood between the parties that the 11:00 am opening time is not a requirement, but may be used at the discretion of the Applicant.

#### Sidewalk Cafe:

The sidewalk cafe may operate for the sale, service and consumption of food and alcoholic beverages between the following hours:

Sunday-Thursday: 11:00 am - 10:00 pm  
Friday & Saturday: 11:00 am - 11:00 pm

The sidewalk cafe will be closed at all other times with no use by patrons.

### **3. Occupancy**

Upon issuance, a copy of the Certificate of Occupancy (C. of O.) will be attached to this Agreement. The number of patrons allowed inside the establishment shall not exceed the number on the C. of O.

Applicant agrees that there shall be adequate seating facilities throughout the establishment. Sidewalk Cafe occupancy shall not exceed the number permitted by law. There shall be tables and chairs adequate to seat the allowable number of patrons at all times that the cafe is in operation.

### **4. Entertainment Endorsement**

Entertainment at the establishment shall consist of DJ, and live music performances. Such performances will not impede or interfere with the service of food.

In the normal day-to-day operation of the establishment, there will be no cover charge. However, a cover charge may be used for special, pre-announced events at the establishment. For the purposes of this agreement, the phrase "special, pre-announced events" means events that have been announced twenty-four hours or more in advance, have a defined period that they shall run, and are not an everyday business activity of the establishment.

### **4. Noise**

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

a.) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725.

Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

b.) Applicant agrees not to place outside in the public space any type of loudspeaker, tape player, CD player, MP3 player, cell phone, or other similar device which projects sound into the public space. Applicant will not place any insider speaker which projects sound into the public space.

c.) Sound from inside will not be audible in residential housing units.

d.) Applicant agrees to install triple-glazed sound-reducing windows on all levels of the front facade of the building at 1725 Columbia Road where the establishment will be located. Additionally, Applicant agrees to install a double-door system with the maximum amount of space possible between the doors to reduce emissions of sound when the doors are in use. Any glass in these doors will also be of a sound-reducing type. These windows shall be kept closed during the operational hours at the establishment. The doors shall be kept closed at all times except when used for ingress and egress.

#### **5. Trash/Garbage/Rodents**

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

#### **6. Exterior including public space**

a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

#### **7. Third Party Events**

Applicant agrees to operate the establishment under the terms of its license and will not rent out or in any way license or permit the establishment to be used by third parties for events where the owner/manager is not present and managing the business.

#### **8. Bar/Pub Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

**9. Consideration of Neighbors**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am. Applicant agrees to place near the exit door, signage that patrons can see when leaving the establishment encouraging quiet and respect for residents of the area.

**10. Modification**

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

**11. Regulations**

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

**12. Availability of Settlement Agreement**

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

FOR Lovable Business, LLC

[Signature] March-7-18  
Signature, Managing Member Date

ERMIAS HALL  
Managing Member (PLEASE PRINT)

FOR ANC 1C

[Signature] 3/7/18  
Signature Date  
Amir Irani, Commissioner ANC 1C-01

FOR Kalorama Citizens Association

[Signature] 3-7-2018  
Denis James, President Date

The Jaffe Group:

[Signature] 3-10-18  
Julie Bondanza Date

[Signature] 3/10/18  
Margaret Devoe Date

[Signature]  
Gay Glading Date

[Signature]  
John Carter Date

[Signature] 3-10-18  
Holly Flood Date

[Signature] 3/7/18  
Ellen Jaffe Date

Frank Steven Kijek March, 12, 2018  
Date

Steve Lanning Date

Henry Leland 3/11/18  
Date

Steve McKivett 3-11-2018  
Date

Mila Rodriguez 3/11/18  
Date

Amanda Sauer 3/11/18  
Date

Nancy Shia 3/11/18  
Date

John Taht 3/11/18  
Date

Jeffery Wilkes 3/12/18  
Date





## **Advisory Neighborhood Commission 1C**

PO Box 21009, NW, Washington, DC 20009

[www.anc1c.org](http://www.anc1c.org)

*Representina Adams Moran*

**Commissioners:**

Amir Irani (1C01)

March 13, 2018

Hector Huevo (1C02)

Alcoholic Beverage Control Board

Ted Guthrie (1C03)

2000 14<sup>th</sup> Street, NW

A. Tianna Scozzaro (1C04)

Suite 400 South, 4<sup>th</sup> Floor

Ryan Strom (1C05)

Washington, DC 20009

Brendan Reardon (1C06)

sent by attachment to email

Wilson Reynolds (1C07)

RE: ANC1C Resolution regarding Lovable Business, LLC,  
t/a Infusion

Amanda Fox Perry (1C08)

Alcoholic Beverage Control Board:

At a duly-noticed public meeting held on Wednesday, March 7, 2018, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution in support of the enclosed settlement agreement by a vote of 5-1-0.

Hector Huevo, Esq.  
Chair, ANC 1C