

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

In the Matter of:

Quilox, LLC
t/a Quilox Restaurant and Lounge

Applicant for a New
Retailer's Class CR License

at premises
7303 Georgia Avenue, NW
Washington, D.C. 20012

Case No.: 19-PRO-00100
License No.: ABRA-114288
Order No.: 2019-919

Quilox, LLC, t/a Quilox Restaurant and Lounge, Applicant

Naima Jefferson, President, Shepherd Park Citizens Association (SPCA)

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF SPCA'S PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Quilox, LLC, t/a Quilox Restaurant and Lounge (Applicant), Applicant for a new Retailer's Class CR License and Shepherd Park Citizens Association (SPCA) have entered into a Settlement Agreement (Agreement), dated November 17, 2019, 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 Naima Jefferson, on behalf of SPCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by SPCA against this Application.

Accordingly, it is this 11th day of December, 2019, **ORDERED** that:

1. The Protest of SPCA in this matter is hereby **WITHDRAWN**;
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 modifications:

Section 1 (Nature of the Business and Business Practices) – The following language shall be removed: “serving a combination of American, African, and Caribbean cuisine.”

Section 13 (Transferability) – The following terms shall be removed: “assigning” and “assignees”.

Section 14 (Amendment) – The following language shall be added: “or as required by District law.”

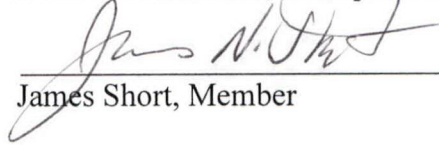
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and Naima Jefferson, on behalf of SPCA.

District of Columbia
Alcoholic Beverage Control Board

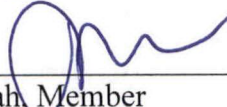


Donovan Anderson, Chairperson

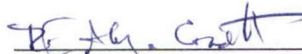


James Short, Member

Bobby Cato, Member



Rema Wahabzadah, Member



Rafi Crockett, 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 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).

VOLUNTARY SETTLEMENT AGREEMENT

THIS VOLUNTARY SETTLEMENT AGREEMENT ("Agreement") made this 17th day of November 2019 by and between Shepherd Park Citizens Association, Inc., a District of Columbia nonprofit corporation ("SPCA") and Quilox, LLC trading as Quilox Restaurant and Lounge ("Quilox" or "establishment"). SPCA and Quilox are each sometimes referred to herein as a "party" and collectively, as "parties"; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("ABC") is Quilox's ABC Application ABRA #114288 for CR license for a restaurant including an entertainment endorsement, with no summer garden or sidewalk café ("Application") located at 7303 Georgia Avenue, N.W., Washington, D.C. 20012 ("premises"); and

WHEREAS, Quilox is encouraged to work regularly with the SPCA and its officers and representatives, ANC4A and ANC4B, other neighborhood organizations, neighboring schools and houses of worship and their representatives, other businesses on Georgia Avenue NW and their representatives, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, through this Agreement all parties aim to create an environment in which Quilox may operate as a viable contributing establishment in such a manner as to minimize the effect of the establishment within the neighborhood and surrounding community. Specifically, Quilox agrees to operate with minimal impact on (1) the peace, order, and quiet, strictly observing the noise and litter provisions set forth in §25-725 and §25-726 of the DC Code; and (2) residential parking needs and vehicular and pedestrian safety. In exchange for this good and valuable consideration, the SPCA agrees to forego its right to pursue a Protest Hearing regarding Quilox's license application within the next 180 days; and

WHEREAS, the parties desire to reduce to writing their agreement governing certain operations of Quilox; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Quilox and the SPCA all intending to be bound hereby, enter into this Agreement as follows:

I. Nature of the Business and Business Practices. The establishment is a restaurant serving a combination of American, African, and Caribbean cuisine with an entertainment endorsement. The

establishment including all premises has a seating capacity of 49 patrons and a total occupancy load of 49. Quilox shall not promote or participate in pub crawls or outdoor events at the premises nor promote itself or participate in the promotion of any advertising or social media fora as a nightclub but may promote itself as a restaurant that has a bar. Quilox shall not collect a cover charge at the door for entry except in connection with charitable or political fundraising events. Quilox acknowledges familiarity with and agrees that its business practices as consistent with the definition of an restaurant per the ABRA laws and regulations and that its business practices are an important to create an environment whereby Quilox may operate as a viable and contributing business in our community, while curtailing any adverse effects a businesses such as Quilox could have on the surrounding neighborhood. Quilox acknowledges its familiarity with and agrees to comply with all applicable alcohol licensing provisions of District of Columbia law and regulations, including but not limited to:

- a) Quilox will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated;
- b) Quilox agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons;
- c) Quilox agrees to ensure that no patron brings an open container of an alcoholic beverage into the establishment from outside sources, and at no time exits the establishment with an open container of an alcoholic beverage;
- d) Quilox will not provide or sell alcoholic beverages "to go";
- e) Quilox agrees not to promote or participate in bar or pub "crawls" or any other event of this nature;
- f) The licensed establishment will be managed in person by Quilox or a board-licensed manager.
- g) Quilox, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar approved by ABRA;
- h) Quilox shall post a notice kept in good repair and visible from point of entry a sign that states:
 - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
 - ii. It is illegal to sell alcohol to anyone under age 21;
 - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
 - v. The establishment requests that customers do not contribute to panhandlers.

2. **Hours of Operation and Sales.** The hours for the sale of alcohol will be no earlier than 12:00 PM to not later than 1:00 AM on Sundays through Thursdays (with the establishment closing not later than 2:00 AM on such days), and from no earlier than 12:00 PM to not later than 2:00 AM on Fridays and Saturdays (with the establishment closing not later than 3:00 AM on such days). Quilox agrees that the establishment shall not serve liquor outside of the above aforementioned hours, and "last call" shall be announced and adhered to not less than 60 minutes prior to closing. Food service will be available at all times during all operating hours. Consistent with ABC interpretations, "closing hours" shall be construed as the hours at which patrons shall remain on the premises.

3. **Noise and Music.** Quilox acknowledges familiarity with and agrees to comply with all applicable noise control provisions of District of Columbia law and regulations, including but not limited to:
 - a) Not to produce any sound, vibration, noise or music of such intensity that it may be heard outside of the premises or in any business or residential premises by use of any: (1) mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) musical instrument.
 - b) To keep the doors and windows closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
 - c) Not to place outside any loudspeaker, tape player, CD player, iPod, or any other similar device, or to place any inside speaker in such a way that it projects sound outside the premises.

All of the foregoing (are) intended to cause Quilox to take all necessary actions as recommended by a certified sound engineer to ensure noise attenuation measures so that music, noise and vibration from the establishment do not disturb the neighbors' peace, quiet and quality of life.

4. **Security Plan.** Quilox agrees to take steps to minimize security and criminal problems to protect its patrons from criminal activities in the immediate vicinity of the establishment by providing adequate security and by preparing and implementing written security procedures which include but are not limited to, (i) installing, maintaining, and operating (during the times when employees and patrons are inside the establishment) a reliable and high quality video security and surveillance system in both the front and rear areas of the establishment in order to monitor patron and pedestrian activity and retaining each day's video footage for not less than thirty (30) days, such footage to be made available to the

Metropolitan Police Department for purposes of investigating criminal activity and/or determining and documenting behavior in violation of the spirit and intent of this Agreement; and (ii) causing a security guard to be present at the entrance of the establishment during opening hours while entertainment is offered and while employees and patrons are inside the establishment.

5. **Security Cooperation.** Quilox agrees that it shall take all reasonable steps to discourage and prevent loitering and criminal activity in, on, or in front of the establishment premises; asking loiterers to move on whenever they are observed outside the establishment; control unruly patrons, whether inside the premises or in the immediate outside area; monitoring for and prohibiting the sale or use of illegal drugs within or about the premises; maintaining contact and cooperating with MPD and other law enforcement officials when known or suspected drug activities occur. Quilox shall place "No Loitering" signs in conspicuous areas on the inside and outside of the establishment, which signs will be clearly visible to patrons and pedestrians. Quilox shall to the full extent permissible by law discourage loitering in the vicinity of the premises. Quilox agrees that it shall call the Metropolitan Police Department if illegal activity is observed; keep a written record of dates and times (a "call log") when the MPD is called for assistance; and maintain a detailed incident log. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.

6. **Public Space, Trash, and Vermin Control.** Quilox acknowledges familiarity with and agrees to comply with all D.C. Code and Municipal Regulations regarding public space, snow removal, and trash including but not limited to:

- a) Timely and faithful removal of snow and daily cleaning shall be performed on the sidewalk and curb in front of the establishment, and the establishment's front sidewalk and curb abutting the property on Georgia Avenue NW and its rear shall be free of litter, chewing gum, bottles and other debris, in compliance with applicable laws and regulations. Quilox agrees to wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of twice per month;
- b) All trash, recyclable materials, and grease stored outside of the establishment shall be in containers that are impervious to vermin, leaks, and odors, and trash and dumpster areas maintained by Quilox shall be kept clean, in order to limit odors and help control pest and rodent population;

- c) Any damaged or leaking containers shall be repaired or replaced within five business days of the discovery of the damage or leak. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers;
- d) Quilox shall ensure that the area around the trash receptacles are kept clean at all times and the trash receptacle is placed in such a way that it does not encroach on the abutting property owners so that no garbage is placed on the abutting property;
- e) Quilox shall arrange for trash and recycling collection a minimum of 1 time per week and for grease removal a minimum of once per month. Quilox shall not allow trash collection to occur between the hours of 10:00 PM and 7:00 AM on any day;
- f) Quilox shall exercise due diligence to prevent and/or rid vermin infestation in or around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works or its successor agency;
- g) Quilox shall contract with a licensed exterminator to inspect the establishment and premises a minimum of once per quarter and shall maintain recommended pest control measures;
- h) Quilox shall promptly work with the property owner and relevant District agencies to removing or paint over any graffiti written on the exterior walls of the property; and
- i) Quilox shall not locate trash bins, chairs, tables, or other equipment on public space without a valid permit.

7. ***License Ownership and Compliance with ABRA and Other Applicable DC Regulations.*** Quilox agrees to strictly comply with all laws and regulations of the District of Columbia, including, the Alcohol Beverage Regulation Administration, Department of Consumer and Regulatory Affairs, Department of Health, Department of Public Works, and other applicable District of Columbia agency regulations and orders regarding the (i) conduct of its business, (ii) ownership of the license, (iii) all other provisions applicable to liquor licenses and (iv) outdoor signage will only be illuminated during operating hours. Quilox agrees to not utilize neon, strobe, and/or blinking lighting features or any other exterior lighting or signage that can be considered as an Electronic, Digital or LED billboard. Quilox agrees to employ lighting features and/or techniques to ensure that the lighting does not adversely impact drivers or illuminate nearby businesses or residences. In the event that the property owner replaces existing signage or lighting features, Quilox will validate with the SPCA that replacement signs do not exceed the height or area of the existing signage and that they will in advance of installation, present plans to the SPCA for review and design approval.

8. **Training.** Quilox agrees to conduct periodic Alcohol Awareness training that adheres with ABRA guidelines. Quilox shall maintain records of such training a minimum of three years and make them available to the SPCA within 24 hours of a written request to inspect the records made by the SPCA.
9. **Parking and Transportation.** It is a principal concern of the SPCA and its membership that Quilox will not exacerbate parking problems in the neighborhood. Quilox shall encourage patrons, on its website or any other advertisement including, but not limited to social media, that there is limited parking in the vicinity and will post signage in the establishment discouraging patrons and employees from parking in the residential neighborhood. Quilox will not engage in valet parking that results in vehicles parked in residential parking spaces.
10. **Consideration.** Quilox agrees to work in good faith with the SPCA and their respective representatives to resolve any problems arising from the operation of the establishment.
11. **Communications with Quilox.** Quilox shall provide to designated SPCA representatives both a phone number and e-mail addresses of its restaurant managers, so that the SPCA or any of their resident members may contact Quilox in the event of disturbances from noise or other aspects of the operations. Quilox shall regularly update this list.
12. **Enforcement.** Quilox and the SPCA agree to enter into this Agreement. If Quilox should breach the conditions of this Agreement, it is understood by all parties that the SPCA and/or its officers, representatives, and members may immediately notify Quilox or file a complaint with the ABC Board or both. Quilox hereby agrees that, in consideration of the promises made herein, the sufficiency of which is hereby acknowledged, it will not raise as a defense to such complaint that the SPCA waived its right to protest or file a complaint against Quilox or that the SPCA failed to comply with any limitations period outlined in the D.C. Code.
13. **Transferability.** Quilox agrees that any document assigning or transferring any liquor license issued to Quilox shall contain a provision that the assignee or transferee of such license shall agree to be bound by the terms of this Agreement.

Enforceability. This Agreement may be executed in counterparts. If any provision of this Agreement is determined by ABC to be invalid or unenforceable, such provision shall be struck or amended, and its remaining provisions shall remain enforceable.

14. Amendment. This Agreement may not be amended or modified except by a written instrument signed by the duly authorized representatives of each of the Parties.

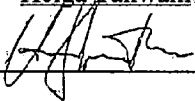
15. Entire Agreement. Except as explicitly set forth in this Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or any of its conditions or terms. This Agreement represents the complete agreement between the Parties and supersedes any prior oral or written communications.

16. Withdrawal of Protest. In consideration of the above, the SPCA will advise the ABC that it concurs with the terms of this Voluntary Settlement Agreement and upon execution of this Agreement by the Parties, the SPCA shall withdraw its protest.

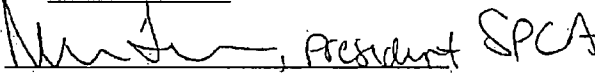
SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties have affixed hereunto their hands on the day and year first above written.

Quilox LLC

By: Print Name Helga Tanwani
Sign Name 
Title President, CEO
Date 11/18/19

Shepherd Park Citizens Association, Inc.,
a District of Columbia nonprofit corporation

By: Print Name Naima Jefferson
Sign Name  President SPCA
Title President of Shepherd Park Citizens Association
Date 11/18/19