

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

In the Matter of:)
)
Eleana, LLC)
t/a Secret Lounge)
)
Application for Renewal of a)
Retailer’s Class CT License)
)
at premises)
1928 9th Street, NW)
Washington, D.C. 20001)
)

Case No.: 20-PRO-00023
License No.: ABRA-107123
Order No.: 2021-377

Eleana, LLC, t/a Secret Lounge, Applicant

Lynn Johnson, President, Westminster Neighborhood Association (WNA)

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

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

The Application filed by Eleana, LLC, t/a Secret Lounge (Applicant), for Renewal of its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 21, 2020, and a Protest Status Hearing on November 19, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and Westminster Neighborhood Association (WNA) have entered into a

Settlement Agreement (Agreement), dated June 25, 2021, 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 of this Application.

Accordingly, it is this 30th day of June 2021, **ORDERED** that:

1. The Application filed by Eleana, LLC, t/a Secret Lounge, for renewal of its Retailer's Class CT License, located at 1928 9th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of WNA in this matter is hereby **WITHDRAWN**;
1. 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:

Subsections 4(c) and (d) (Trash and Odors) – The language “the WNA, an authorized representative of ANC 1B, or” shall be removed.

Subsection 5(b) (Rat and Vermin Control) – The language “the WNA, an authorized representative of ANC 1B, or” shall be removed.

Subsection 6(a) (Security) – The language “for a minimum of 10 business days” shall be replaced with the language “thirty (30) calendar days.”

The parties have agreed to these modifications.

3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamllessDocx.com
Donovan Anderson
Key: a43096230858064e70003a18ec08

Donovan Anderson, Chairperson

eSigned via SeamllessDocx.com
James Short
Key: 543a303922066a8d11b3226a2941e7

James Short, Member

Bobby Cato, Member

Rema Wahabzadah, Member

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Rafi Aliya Crockett, Member
Key: d560a91845a189e40161556e012f81cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 82172931d500447401b56f9c2a418d5

Jeni Hansen, Member

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Edward Grandis, Member
Key: 5527bda7ff9f0040e014a1eb52541ce5

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 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 Concerning
License ABRA-107123
Eleana, LLC, t/a Secret Lounge
1928 9th Street NW**

THIS AGREEMENT is made and entered into this 25th day of June, 2021, by and between Eleana, LLC t/a Secret Lounge (“Applicant”) and the Westminster Neighborhood Association (“WNA” or “Protestant”).

RECITALS

WHEREAS, the Applicant has filed an application to renew its License Class CT (ABRA-107123) (“Renewal”) for a business establishment located at 1928 9th Street NW (the “Establishment”); and the Renewal request is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration (“Board”);

WHEREAS, in recognition of the Board’s policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement (the “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 request, and (2) Protestant will agree to the granting of the Renewal, provided that such an agreement is incorporated into the Board’s order granting the Renewal;

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. The Applicant will operate and manage a Class CT Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.

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

Hours of Operation, Sales, and Live Entertainment:

| Day | Not Earlier Than | Not Later Than |
|------------------|-------------------------|-----------------------|
| 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. |

During holidays or other city-wide special events, only if and to the extent permitted by the Board and District of Columbia government authorities, the Establishment may operate beyond the hours specified above.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take commercially reasonable steps to ensure that music, noise, and vibration from the Establishment are not audible or felt beyond the property boundary of the Establishment, including, but not limited to, making architectural modifications to the Establishment.
- c. Exterior doors and windows shall not remain open at any time when music or amplified sound is played within the establishment. Exterior doors and windows shall be open only to the extent necessary to allow ingress and egress from the Establishment.
- d. 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.

4. Trash and Odors

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within a reasonable period of time. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall arrange for trash and recycling collection a minimum of four (4) times per week. Applicant shall provide proof of its trash and recycling removal contract to the WNA, an authorized representative of ANC 1B, or the Board upon reasonable notice.
- d. Applicant shall arrange for grease removal a minimum of one (1) time per month. Applicant shall provide proof of its grease removal contract to the WNA, an authorized representative of ANC 1B, or the Board upon reasonable notice.
- e. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 12:00 a.m. and 7:00 a.m. and shall not allow trash collection to occur during these hours. Applicant shall post a sign at the door leading to the rear of the Establishment informing staff of this prohibition, and shall instruct all staff of the same.
- f. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash the outdoor areas in front of and in the rear of the Establishment at least one (1) time per month.

5. Rat and Vermin Control.

- a. Applicant shall eliminate all potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of one (1) time per quarter and shall maintain recommended pest control measures. Applicant shall provide proof of this contract to the WNA, an authorized representative of ANC 1B, or the Board upon reasonable notice.

Compliance with Regulations. Applicant shall comply with regulations of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works

(DPW), and all other applicable District of Columbia laws and regulations regarding conduct of its business and the ownership of the License. Any reference made to DC laws and regulations in this Agreement is for information only. The parties do not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

6. Security

- a. Applicant shall engage a licensed professional to install and maintain security cameras on the exterior of the Establishment and shall keep such security cameras in good working order at all times. Applicant shall retain recorded footage for a minimum of ten (10) business days and make available to the Metropolitan Police Department or the Board as required by District of Columbia law.
- b. Applicant shall participate in the Reimbursable Detail Subsidy Program beginning at 11:00 p.m. and ending no sooner than one hour after closing on Fridays and Saturdays. Applicant shall apply a minimum of thirty (30) days in advance of each date upon which the Reimbursable Detail Officers are required, and shall comply with all terms of participation in the program. Participation in the Reimbursable Detail Subsidy Program shall be a condition incorporated directly into Applicant's license.

7. Notices.

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

If to the Westminster Neighborhood Association
Lynn Johnson
922 Westminster Street NW
Washington, DC 20001

If to Applicant:
Eleana, LLC, t/a Secret Lounge
1928 9th Street NW
Washington, DC 20001

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


WHEREFORE, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestant agrees to the granting of the Renewal to Applicant, and withdraws its protest, provided that this Agreement is incorporated into the Board's order granting the Renewal, the granting of which is conditioned upon compliance with this Agreement.

[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



Date Signed: 6-25-21

APPLICANT:

Eleana, LLC

By: 

Print Name/Title: Derek Danedie

Date Signed: 06-25-21