

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

**In the Matter of:** )  
 )  
H M Theatre and Jazz Lounge, LLC )  
t/a Skylit Lounge )  
 )  
Application for Renewal of a )  
Retailer’s Class CT License )  
 )  
at premises )  
2917 Georgia Avenue, NW )  
Washington, D.C. 20001 )  
 )

Case No.: 23-PRO-00043  
License No.: ABRA-118192  
Order No.: 2023-410

H M Theatre and Jazz Lounge, LLC, t/a Skylit Lounge, Applicant

Enrique S. Caceres, Abutting Property Owner, Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT  
AND WITHDRAWAL OF ENRIQUE CACERES’ PROTEST**

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The Application filed by H M Theatre and Jazz Lounge, LLC, t/a Skylit Lounge, (Applicant), for Renewal of its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on May 15, 2023, and a Protest Status Hearing on June 28, 2023, 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 Enrique Caceres, Abutting Property Owner, have entered into a Settlement Agreement (Agreement), dated July 26, 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 Enrique Caceres are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Mr. Caceres of this Application.

Accordingly, it is this 2nd day of August 2023, **ORDERED** that:

1. The Application filed by H M Theatre and Jazz Lounge, LLC, t/a Skylit Lounge, for renewal of its Retailer's Class CT License, located at 2917 Georgia Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of Enrique Caceres in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac432a9b29e1079e4e730093d1eccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae372f220e6ac8c1b332e42049ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 2b5d31ead17e146d714b7b5e7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172291f520e447421b56f02e41807

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward S. Grandis, Member*  
Key: 5027bd87f1f2040ec14adeb52541ce5

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 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).

## SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 26 day of July 2023 by and between H M Theatre and Jazz Lounge, LLC, ("Applicant") and abutting neighbor, Enrique S. Caceres, Address: 2915 Georgia Ave NW Unit B, Washington DC 2000 ("Protestant") collectively, ("the Parties").

### WITNESSETH

WHEREAS, Applicant has applied to renew a Retailer's Class "C" Tavern License for a business establishment also known as Skylit Lounge ("Establishment") located at 2917 Georgia Avenue, N.W., Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) the effect of value on real property, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant manages and operates a restaurant-style establishment.
  - a.. Hours of Operation and Sales. The Applicant's hours of operation will remain as follows:

Sunday through Thursday 11:00 a.m. - 2:00 a.m.  
Friday & Saturday 11:00 a.m. - 3:00 a.m.

- b. The Applicant's hours of operation and hours of alcoholic beverage sales, service and consumption inside of the premises shall remain as follows:

Sunday through Thursday 11:00 a.m. - 2:00 a.m.  
Friday & Saturday 11:00 a.m. - 3:00 a.m.

c. The Applicant's hours of operation and hours of alcoholic beverage sales, service and consumption outside of the premises shall remain as follows:

Sunday through Thursday 11:00 a.m. - 11:00 p.m.  
Friday & Saturday 11:00 a.m. - 12:00 a.m.

d. The Applicant's hours of live entertainment inside of the premises shall be as follows:

Sunday through Thursday 7:00 p.m. - 2:00 a.m.  
Friday & Saturday 7:00 p.m. - 3:00 a.m.

4. Floors Utilized and Occupancy. The Applicant will operate its Establishment on the ground floor of the building and summer garden. The Applicant will also operate its Establishment on the ground floor of the building connected to this establishment. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.

5. Noise, Entertainment, and Privacy:

a. ABCA Investigator prepared a Report for the ABCA Board on July 18, 2023. Investigator Miller considered the following two protest issues:

- **Adverse impact on peace, order, and quiet**
- **Real property values**

a1. Regarding the adverse impact on peace, order, and quiet, Investigator Miller determined the following:

*ABCA investigators monitored Skylit Lounge, located at 2917 Georgia Avenue N.W., Washington, D.C. on six (6) separate occasions from Wednesday, July 5, 2023, through Saturday, July 15, 2023. During the monitoring period, ABCA investigators could not substantiate any issues with peace, order; or quiet in relation to Skylit Lounge. This includes littering and noise.*

a2. Regarding the effect on real property values, Investigator Miller determined the following

*ABCA personnel are not qualified to address the issue of real property values.*

b. Applicant will continue strictly comply with D.C. Official Code § 25-725. Applicant agrees to maintain sound suppression measures that will mitigate any noise from this Establishment and

summer garden that impacts abutting residential properties that may be heard within those surrounding homes. Notwithstanding coronavirus (COVID-19) standards required by the Government of the District of Columbia, the Applicant agrees to keep its doors and windows closed when live music is being played at the Establishment or other entertainment where an amplifier is in use. If necessary, the Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry and exit doors.

c. Applicant may offer entertainment for patrons only with an entertainment endorsement and make

have recorded or background music with small speakers and no amplifier or disc jockey or DJ without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecording music.

d. Applicant shall not have entertainment in the summer garden/outdoor patio.

e. Applicant shall configure any and all speaker systems to minimize sound from being heard outside the Premises.

f. Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: No littering, no loitering, and no excessive noise.

g. Applicant shall not permit the use of a cover charge without an ABRA-approved cover charge endorsement. 6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and abutting public spaces and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently during operating hours to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure the area around the dumpster is kept clean at all times and the dumpster is placed such as it does not encroach on abutting property owners and so that no garbage is placed on the abutting property.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall proof of its rat and vermin control contract upon the request of the Board.

Applicant shall have the Establishment and area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odor present the following morning.

8. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the Protestants shall have standing to ask the ABC Board to enforce any violations of the Agreement.

9. 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 precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or 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 Applicant or 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) then such failure shall constitute a cause for the ANC to file a complaint with the ABRA Board pursuant to D.C. Official Code § 25-447 and 25-446(e). Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, returned receipt requested, postage prepaid, or hand delivered, to the other parties pursuant to this Agreement at the following addresses. Notice shall be deemed given at the time of the receipt or refusal of the receipt:

If to Applicant: If to Applicant:

H M Theatre and Jazz Lounge, LLC  
Skylit Lounge  
2917 Georgia Avenue, N.W.  
Washington, DC 20011  
571-357-9177  
[Mredda14@gmail.com](mailto:Mredda14@gmail.com)

If To Protestant:

Enrique S. Caceres  
2915 Georgia Avenue NW, Unit B  
Washington DC 200011  
[e.s.caceres@outlook.com](mailto:e.s.caceres@outlook.com)  
917-539-23029

DocuSigned by:

*Mulugeta Redda*

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Mulugeta Redda  
HM Theater & Jazz Lounge

*Enrique S. Cáceres*

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Enrique S. Cáceres  
Protestant