

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

<b>In the Matter of:</b>	)	
Kalu Seasoning Blends, LLC	)	
t/a Trini Vybez	)	
Holder of a	)	
Retailer’s Class CR License	)	License No.: ABRA-124738
at premises	)	Order No.: 2023-526
1400 Meridian Place, NW	)	
Washington, D.C. 20010	)	
	)	

Kalu Seasoning Blends, LLC, t/a Trini Vybez, Applicant

Dieter Lehman-Morales, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1A

**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**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Kalu Seasoning Blends, LLC, t/a Trini Vybez (Licensee), and ANC 1A have entered into a Settlement Agreement (Agreement), dated September 30, 2023, that governs the operations of the Licensee’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Dieter Lehman-Morales, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 25th day of October 2023, **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, except for the following modifications:

Subsection 1(a) (Nature of the Establishment) – This Subsection shall be modified to read as follows: “The Applicant will operate and manage a Retailer’s Class “C” Restaurant or other license or business approved by the Board, as defined by Title 25 of the District of Columbia Code and Title 23 of the District of Columbia Municipal Regulations (DCMR).”

Subsection 1(b) (Nature of the Establishment) – This Subsection shall be modified to read as follows: “Any change in the business shall be considered by the parties to be a substantial change in the operation of great concern to residents and requires prior approval by the ABC Board subject to Board discretion under the law.”

Subsection 13(a) (Complaint and Dispute Resolution Process) – The last sentence shall be modified to read as follows: “The Applicant's representative may address reported noise problems by lowering the volume of any noise, music, sounds, or vibrations to a level where it is no longer audible within the residence(s) or by the Applicant's designated representative addressing noise generated by patrons behaving in a loud or disorderly manner inside or outside the Establishment.”

The parties have agreed to these modifications.

2. 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: 6643cb08b60c1f0e4b7300781c26c0

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 5476c373722c66469c11232ac3947ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 255d1fca4fba165d71473bd7917d2c0

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 821729312526447491c5629c3a4182

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f8f0040ec14adeb32541ce5

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).

# VOLUNTARY AGREEMENT

Kalu Seasoning Blends, LLC t/a Trini Vybez  
Advisory Neighborhood Commission 1A

THIS AGREEMENT is made and entered into on this 30<sup>th</sup> day of September 2023 by and between Kalu Seasoning Blends, LLC ("Applicant") and Advisory Neighborhood Commission 1A ("Protestant").

## RECITALS

WHEREAS, Applicant applied for a Retailer's Class "C" Restaurant License (ABCA-124738) ("License") for a business establishment located 1400 Meridian Place NW ("Establishment"); before the District of Columbia Alcoholic Beverage and Cannabis Administration Board ("Board"); and,

WHEREAS, in recognition of the Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the Parties hereto desire to enter into a Voluntary Agreement whereby Applicant will agree to adopt specific measures to address Protestant and community concerns.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

### **1. Nature of the Establishment**

- a. The Applicant will operate and manage a Retailer's Class "C" Restaurant, as defined by Title 25 of the District of Columbia Code and Title 23 of the District of Columbia Municipal Regulations (DCMR).
- b. Any change in the business shall be considered by the parties to be a substantial change in the operation of great concern to residents and requires prior approval by the ABC Board.

### **2. Hours of Operation & Alcohol Sales**

The establishment's permitted hours of operation and the selling, serving, and consumption of alcohol and entertainment, if applicable, shall be as follows:

<b>Inside Premises</b>	<b>Operation</b>	<b>Sales</b>	<b>Entertainment</b>
Sunday	7AM-12AM	7AM-12AM	n/a
Monday	7AM-12AM	7AM-12AM	n/a
Tuesday	7AM-12AM	7AM-12AM	n/a
Wednesday	7AM-12AM	7AM-12AM	n/a

Thursday	7AM-12AM	7AM-12AM	n/a
Friday	7AM-2AM	7AM-2AM	n/a
Saturday	7AM-2AM	7AM-2AM	n/a
<b>Sidewalk Café</b>			
Sunday	n/a	n/a	n/a
Monday	n/a	n/a	n/a
Tuesday	n/a	n/a	n/a
Wednesday	n/a	n/a	n/a
Thursday	n/a	n/a	n/a
Friday	n/a	n/a	n/a
Saturday	n/a	n/a	n/a
<b>Summer Garden</b>			
Sunday	7AM-12AM	7AM-12AM	n/a
Monday	7AM-12AM	7AM-12AM	n/a
Tuesday	7AM-12AM	7AM-12AM	n/a
Wednesday	7AM-12AM	7AM-12AM	n/a
Thursday	7AM-12AM	7AM-12AM	n/a
Friday	7AM-2AM	7AM-2AM	n/a
Saturday	7AM-2AM	7AM-2AM	n/a

- a. Sales of alcohol shall end 30 minutes prior to operation closing hours on all days.
- b. If at any time, the ABC Board or Council for the District of Columbia extends hours of legal operation for alcohol sale on a temporary basis (e.g., New Year's Eve, Day Light Savings, Inauguration, World Cup, Extended Hours for Service, etc.) the Applicant shall have the right to serve alcohol to the full extent of such authorization.
- c. Applicant may have seating outdoors in accordance with an approved sidewalk café and/or summer garden endorsement to its ABC license and a duly issued public space permit. Patrons may be served in the sidewalk café and/or summer garden area only during the hours listed above and shall otherwise be free of patrons.

### 3. Noise Suppression

- a. Applicant acknowledges familiarity with and shall strictly comply with all applicable noise control provisions of District of Columbia law, including D.C. Official Code § 25- 725.
- b. Applicant shall take reasonable, necessary actions to ensure that music, noise, sounds, and vibrations from the Establishment are not audible inside any residential properties, in the vicinity, or on the sidewalks across the street from and adjacent to the Establishment. This may include making reasonable architectural modifications to the Establishment, making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures.
- c. Applicant shall regulate the audio system sound levels and location of equipment, including the audio system by contracted musicians, disc jockeys, and other vendors, to be consistent with the noise prohibitions outlined in this Agreement. Amplified speakers used in the interior shall be on stands, raised, and/or mounted to reduce vibrations.
- d. Applicant agrees that exterior doors and windows shall not remain open after 10:00 PM when music or amplified sound is audible from the exterior of the Establishment.
- e. Applicant shall post a conspicuous sign at each exit advising patrons of the residential nature of the neighborhood and the necessity of quiet departure. Applicant will take reasonably necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
- f. To the extent within Applicant's control, the establishment shall receive deliveries only between 8:00 AM and 6:00 PM daily.
- g. In the event of noise complaints, the Applicant shall install sound mitigation improvements throughout the Premises, as a qualified acoustical engineer recommends. The Applicant shall engage a qualified acoustic engineer to ensure that all good mitigation improvements are installed to the highest noise control industry standard.

**4. Capacity**

- a. Applicant shall adhere to the occupancy limit specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
- b. Applicant shall not exceed 25 seats on the summer garden.

**5. Safety & Security**

- a. Applicant shall develop and submit a detailed security plan to ABCA that addresses issues surrounding queuing, security guards, and security cameras.
- b. Applicant shall furnish and install security cameras to provide complete coverage of the Establishment's interior, exterior, and exit areas.
- c. Applicant shall post signs and employ commercially reasonable efforts to prohibit patrons from smoking near residences, including designating a smoking area.
- d. Applicant shall discourage loitering in front of or in the vicinity of the Establishment, especially loud cursing, public drunkenness, fighting and other acts of aggression.

**6. Trash, Rodents, Removal of Grease/Oil, and Odor Management**

- a. Applicant shall ensure, to the extent within its control, that trash and recycling contractors pick up trash and materials no earlier than 8:00 AM and no later than 6:00 PM.
- b. Applicant shall deposit garbage and trash only in dumpsters and shall see that dumpster covers fit properly and remain fully closed except for such times when trash and garbage is being added or removed.
- c. Applicant shall eliminate accessible food sources and attractions for rodents, vermin, and other pests, including exterior sources of food, standing water, and shelter locations inside and outside the Establishment, including the summer garden area and within 15 feet of all entry/exit doors.
- d. Applicant shall contract a licensed exterminator to inspect the Establishment monthly or more frequently as needed and maintain recommended pest control measures.
- e. Applicant will provide for the proper removal of grease and fatty oils from the establishment and shall not deposit grease or heavy oils in the dumpster nor dispose of them down the sink or any drain.
- f. Applicant shall maintain its ventilating system in proper working order and shall promptly address any concerns from neighbors or the Parties to this settlement agreement about odors or smell coming from the establishment.

**7. Public Space**

- a. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacles wherever patrons gather to smoke.

**8. Parking**

- a. Applicant shall notify patrons, on Restaurant website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public parking garages, public transportation, or walking.
- b. Applicant shall discourage its employees and patrons from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking, resident-only parking, and private, residential spaces in alleyways near the Establishment.
- c. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.

**9. Compliance with Regulations**

- a. Applicant shall comply with regulations of the ABC Board, Department of Licensing and Consumer Protection (DLCP), Department of Health (DOH), Department of Public Works (DPW), Department of Buildings (DOB), and other applicable DC agency regulations regarding the conduct of its business and the ownership of the license.

**10. Binding Effect**

- a. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.

**11. Agreement Available Upon Demand**

- a. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration investigators immediately upon request.

**12. Modification of Voluntary Agreement**

- a. This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

**13. Complaint and Dispute Resolution Process**

- a. Applicant shall respond promptly to all calls and offer an acceptable resolution to the complaint. An emergency call is defined as one that affects the resident's quiet use and enjoyment due to noise, vibrations, or other disturbances generated from the Applicant's business operations or entertainment activities. Routine calls for other matters addressed in this Agreement, such as trash or pest control, shall be promptly responded to and managed by the Applicant to abate the situation. The Applicant's representative may address reported noise problems by lowering the volume of any noise, music, sounds, or vibrations to a level where it is no longer audible within the residence(s) as verified by the person or resident making the complaint; or by the Applicant's designated representative addressing noise generated by patrons behaving in a loud or disorderly manner inside or outside the Establishment.
- b. The Applicant shall inform and train staff within seven days of hire and routinely train staff monthly after being hired regarding the details of this Agreement to facilitate an appropriate and timely response to resident complaints.

**14. Notice and Opportunity to Cure**

- a. In the event that any of the parties are in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, upon receiving notice the noticed party will have thirty (30) calendar days to cure. Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447.
- b. Any notices required to be made under this Agreements shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business address. Notice shall be deemed given as of the time of receipt or refusal of receipt. Notices shall be provided by email, US mail, or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1A  
3400 11th St. NW, Suite 200  
Washington, DC 20010  
[1a@anc.dc.gov](mailto:1a@anc.dc.gov)

If to Applicant:

Kalu Seasoning Blends LLC, t/a Trini Vybez)




1400 Meridian Pl. NW  
Washington, DC 20010  
[info@trinitybez.com](mailto:info@trinitybez.com)  
Attn: Natalia Kalloo

IN WITNESS WHEREOF, the parties have executed this Agreement as the date and year first above written.

For Kalu Seasoning Blends, LLC (Trade Name: Trini Vybez)

By:  \_\_\_\_\_ Date: 10.2.23  
Natalia Kalloo, CEO

For ANC 1A

By:  \_\_\_\_\_ Date: 10/15/2023  
Dieter Lehman-Morales, Chair ANC 1A