

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

In the Matter of:	)	
	)	
Equity 18, LLC	)	
t/a Twelve after Twelve	)	
	)	
Application for Substantial Change	)	Case No.: 21-PRO-00075
(Increase Summer Garden Occupancy)	)	License No.: ABRA-117238
to Retailer's Class CN License	)	Order No.: 2021-869
	)	
at premises	)	
1212 18th Street, NW	)	
Washington, D.C. 20036	)	

Equity 18, LLC, t/a Twelve after Twelve, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Paul Dimoh, Designated Representative, on behalf of a Group of Five or More  
Individuals

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

---

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL  
OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

---

The Application filed by Equity 18, LLC, t/a Twelve after Twelve (Applicant), for a Substantial Change to increase the summer garden occupancy to its Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 25, 2021, and a Protest Status Hearing on November 17, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated November 24, 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 Paul Dimoh, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

Accordingly, it is this 1st day of December 2021, **ORDERED** that:

1. The Application filed by Equity 18, LLC, t/a Twelve after Twelve, for a Substantial Change to its Retailer's Class CN License, located at 1212 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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 Control Board

eSigned via DC-Auth:20200801  
*Donovan Anderson*  
Key: 86478505154d1f86d736c03184128

---

Donovan Anderson, Chairperson

eSigned via DC-Auth:20200801  
*James Short*  
Key: 547e0272879c6c6c61332d62046a

---

James Short, Member

eSigned via DC-Auth:20200801  
*Bobby Cato*  
Key: 25b926cad70146a7f9075a07217a30a

---

Bobby Cato, Member

eSigned via DC-Auth:20200801  
*Rafi Aliya Crockett, Member*  
Key: 1b55151842e1f9340141545c12081e

---

Rafi Crockett, Member

eSigned via DC-Auth:20200801  
*Jeni Hansen, Member*  
Key: 82172801f213644745162208c741595

---

Jeni Hansen, Member

eSigned via DC-Auth:20200801  
*Edward Grandis, Member*  
Key: 3027bda7f86294e614346165244ca7

---

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 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).

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 24 day of Nov, 2021 by and between Equity 18, LLC t/a Twelve after Twelve, ABRA License 117238 (“Applicant”), The Group of Five or More concerned residents of the Palladium Condominium Building located at 1325 18th Street, NW, Washington, DC 20036 (the “Protestants”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, Applicant has applied for a Retailer’s Class “C” Nightclub #117238 for a business establishment (“Establishment”) located at 1212 18<sup>th</sup> Street, NW, Washington, D.C. 20036 (“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 substantial change 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 a manner as to minimize the effect on (i) peace, order, and quiet of the neighborhood and (ii) 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. ***Noise abatement:*** Applicant agrees to employ sufficient noise abatement measures to ensure that the level of amplified music produced by the establishment (if any) complies with applicable law.
3. ***Doors and windows:*** Applicant will make reasonable efforts to keep doors and windows closed, and implement procedures and mitigation measures to prevent noise from escaping from doors when patrons enter and leave.
4. ***Outdoor spaces:*** Applicant agrees to minimize amplified music in outdoor spaces so that it cannot be heard by residents. In an effort to mitigate the amplified music heard by residents the Applicant has: (1) insulated all speakers from floors and walls; (2) installed sound mitigation panels across the ceiling to absorb and prevent sound from escaping; (3) placed speakers to be directed away from the alley and (4) took out the lowest sound frequency from the sub woofers to prevent bass in the alley.

5. **Trash.** Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and take reasonable measures to see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall take reasonable measures to 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 to help eliminate the rat population.
6. **Compliance**
  - a. Applicant agrees to promptly lower amplified sound levels when it determines, or is informed, that sound levels are too high. The Applicant will be on notice that sound levels are too high if any of the following situations occurs:
    - i. Music can be heard inside residences;
    - ii. Residents have complained; or
    - iii. District Officials have notified the Applicant of complaints.
7. **Continuing cooperation:**
  - a. Applicant will provide the Parties the name and phone number of the general manager who is responsible for compliance. If residents contact this person, he/she will immediately determine whether sound levels are too high--and if so, promptly lower sound levels to comply with this Agreement and the Noise Control Act. The Applicant will have 24 hours to respond to any noise complaints. The Applicant shall have thirty (30) days to cure sound level problems by establishing lower levels, adding additional sound abating materials, and/or developing policies to ensure ongoing compliance with this Agreement.
  - b. Applicant will make good faith efforts to cooperate with other establishments to ensure that collective noise levels comply with the Noise Control Act.
  - c. Within 30 days after signing this Agreement, Applicant will make good faith efforts to organize an onsite visit for representatives from the Protestants to tour the Establishment and observe firsthand the abatement and mitigation measures implemented under clauses 2, 3, 4 and 5 of this Agreement:
8. **Notice and Opportunity to Cure.** 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, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant 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) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Equity 18, LLC t/a Twelve after Twelve  
1212 18<sup>th</sup> Street, NW  
Washington, D.C. 20036  
Attn: Borzou Biabani, Member  
Email: [biabani@thebiabanigroup.com](mailto:biabani@thebiabanigroup.com)

If to Protestants: Group of Five or More  
1325 18<sup>th</sup> St NW  
Washington, DC 20036  
Attn: Karen Cerritos or then current building manager  
Email: [dcpalladium@gmail.com](mailto:dcpalladium@gmail.com)

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

9. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed as original, but all together shall constitute the same instrument.
10. **Withdrawal of protest:** Upon execution of this Agreement and its acceptance by the ABC Board, the protest of the Applicant's application for license filed by the Protestants hereto shall be deemed withdrawn.

**(SIGNATURES ON THE FOLLOWING PAGE)**

**PROTESTANTS:**

The Group of Five or More concerned residents of the Palladium Condominium Building

\_\_\_\_\_  
By: Paul Dimoh, in his capacity as a resident and designated representative of the group, and not  
in a personal capacity


**APPLICANT:**

Equity 18, LLC t/a Twelve after Twelve

  
\_\_\_\_\_  
By: Borzou Biabani

**PROTESTANTS:**

The Group of Five or More concerned residents of the Palladium Condominium Building



By: Paul Dimoh, in his capacity as a resident and designated representative of the group, and not in a personal capacity

**APPLICANT:**

Equity 18, LLC 1/a Twelve after Twelve

\_\_\_\_\_  
By: Borzou Biabani