

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

In the Matter of:)
)
Rewind by Decades, LLC)
t/a Rewind)
)
Applicant for a New)
Retailer's Class CN License)
)
at premises)
1219 Connecticut Avenue, NW)
Washington, D.C. 20036)
)

Case No.: 17-PRO-00052
License No.: ABRA-106537
Order No.: 2017-504

Rewind by Decades, LLC, t/a Rewind (Applicant)

Randy Downs, Commissioner, Advisory Neighborhood Commission (ANC) 2B

Carl Nelson, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF ANC 2B'S PROTEST
AND DISMISSAL OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Rewind by Decades, LLC, t/a Rewind (Applicant), for a new Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 2, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated September 30, 2017, that governs the operation 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 Commissioner Randy Downs, on behalf of ANC 2B, are signatories to the Agreement.

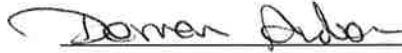
This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 18th day of October, 2017, **ORDERED** that:

1. The Application filed by Rewind by Decades, LLC, t/a Rewind, for a new Retailer's Class CN License, located at 1219 Connecticut Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B 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;
4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 2B, and Carl Nelson, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



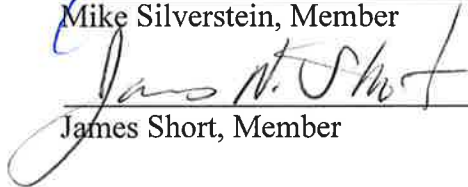
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Jake Perry, Member


Donald Isaac, Sr., 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 30th day of September, 2017 by and between Rewind by Decades, LLC t/a Rewind License #107182 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class "C": Nightclub license, License Number 107182, for a business establishment ("Establishment") located at 1219 Connecticut Avenue NW, Washington, D.C. 20036 ("Premises");

WHEREAS, Protestant is Advisory Neighborhood Commission 2B, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

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 adverse impact on the peace, order, and quiet of the neighborhood;

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 and adverse impact on the peace, order, and quiet of the neighborhood, 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 will manage and operate a Class "C": Nightclub license with an emphasis on food, disc jockey, and a variety of live entertainment. Any change from this model shall require prior approval by the ABC Board.
- 3 *Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday through Saturday 12:00 a.m. – 11:59 p.m.,

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 8 a.m.– 2 a.m.,
Friday and Saturday 8 a.m. – 3 a.m.

4 Floors Utilized and Occupancy. The Applicant will operate its establishment on the first floor and mezzanine of the building. The maximum occupancy of the Establishment shall not exceed 199 patrons.

5 Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 16 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café between the hours of 12:00 a.m./midnight to 8:00 a.m. The applicant will bring all sidewalk café furniture inside for storage when closing for business or at midnight, whichever occurs earlier each night.

6 Noise and Privacy. Applicant will comply with D.C. Official Code § 25-725 and will take all reasonable actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant will keep all exterior doors and windows closed at all times except when used for ingress and egress. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. Applicant will build and maintain a vestibule or double door on the front entrance of the establishment. There shall be no prominent flashing or moving lights on the exterior of the premises. Applicant will not install any exterior speakers to the establishment.

7 Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, chewing gum, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

8 Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the reasonable request of the Protestant. Applicant shall have the Establishment and the area in front of the Premises properly cleaned at the end of each night.

9 Security Cooperation in Stemming Illegal Drugs and Public Drinking. Protestants are

concerned that the large capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all reasonable steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

10 License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

11 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 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 or the 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) failure shall constitute a cause for filing a complaint with 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: Rewind by Decades, LLC
 1219 Connecticut Avenue, NW
 Washington, DC 20036
 Attn: Arman Amirshahi

If to Protestants: ANC 2B
 9 Dupont Circle
 Washington, DC 20036
 Attn: Randy Downs

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.

12. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

By: Randy Downs, Commissioner ANC 2B05

A handwritten signature in cursive script, appearing to read "Randy Downs", written over a horizontal line.

Signature

APPLICANT:

Rewind by Decades, LLC

Arman Amirshahi

A handwritten signature in cursive script, appearing to read "Arman Amirshahi", written over a horizontal line.

Signature