

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

In the Matter of:

1624 U Street, Inc.
t/a Chi-Cha Lounge
New Application for a Retailer's
Class CR License – Renewal
at premises

1624 U Street, N.W.
Washington, D.C.

Case no.: 22523-04/085P
License no.: 26519
Order no.: 2006-017

1624 U Street, Inc., Applicant

L. Owen Taggart and Preston A. Reed, Jr., Protestants

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "CR" License, having been protested, came before the Board on August 18, 2004, in accordance with D.C. Official Code § 25-601 (2001). Owen Taggart and Preston A. Reed, Jr., filed timely opposition by letter on August 3, 2004. On July 6, 2005, in accordance with Title 23 of the District of Columbia Municipal Regulations ("23 DCMR") § 1602.6 (2004), the Board denied the Applicant's renewal application because the Applicant did not appear in person at the August 18, 2004 roll call hearing or designate a representative to appear at the roll call hearing. On September 9, 2004, the Applicant filed a timely request for reinstatement of the renewal application, which was approved by the Board on September 15, 2004.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated February 24, 2006, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

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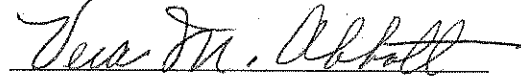
Accordingly, it is this 8th day of March 2006, **ORDERED** that:

1. The protests of L. Owen Taggart and Preston A. Reed, Jr., are **WITHDRAWN**;
2. The renewal application of 1624 U Street, Inc., t/a Chi Cha Lounge, for a Retailer's Class "CR" License at 1624 U Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board

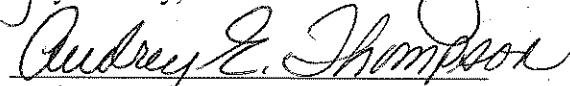
Charles A. Burger, Chairperson



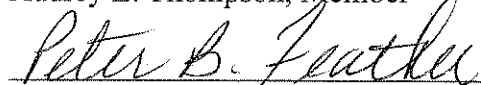
Vera M. Abbott, Member



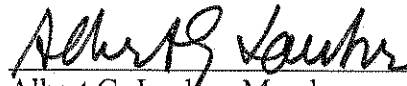
Judy A. Moy, Member



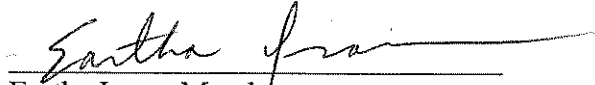
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT
BEFORE THE DISTRICT OF COLUMBIA
ALCOHOL BEVERAGE REGULATION ADMINISTRATION

In Re: 1624 U Street, Inc. t/a Chi Cha Lounge, (Applicant) 1624 U Street, NW Retailer's Class CR License, License No 26519 - Case No 22523-04/085P

Whereas, L. Owen Taggart and Preston A. Reed, Jr. (Protestants) have heretofore filed a complaint relating to noise emanating from the applicant establishment, and

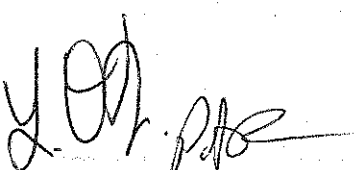
Whereas, in an attempt to reduce any noise emanating from the premises the applicant has made soundproofing renovations to the establishment and other changes, and

Whereas, the parties have reached an accord to provide for the further reduction of noise emanating from the establishment and for the dismissal of the complaint, and

Whereas, the parties wish to reduce their understanding to a written statement.

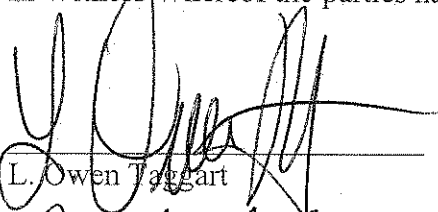
Now therefore, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

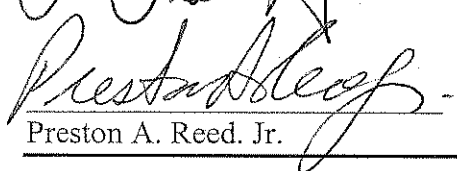
1. On Sundays, live music will cease at 12:00 midnight at which time DJ or other recorded music may be played at background levels that do not disturb residents of the building.
2. On Mondays and Tuesdays, no live music will be permitted to play. DJ or other recorded music may be played at background levels that do not disturb residents of the building all evening.
3. On Wednesdays, live music will cease at 11:45 pm at which time DJ or other recorded music may be played at background levels that do not disturb residents of the building.
4. On Thursdays, there will be no live music, and the DJ will reduce the music to background levels that do not disturb residents of the building at 12:25 am.
5. On Fridays and Saturdays, there will be no live music and the DJ or recorded music can be played until 2:30 am at which time DJ or other recorded music may be played at background levels that do not disturb residents of the building.
6. The noise limits imposed for Fridays and Saturdays shall be applicable to the evenings before the following holidays: MLK Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, Thanksgiving, and New Year's Day.
7. The parties agree to negotiate in good faith the live entertainment hours limitation contained in this agreement within 30 days before February 24, 2007. In the event the parties are unable to reach an agreement regarding same, then either party may petition the Board for a Fact Finding hearing for resolution of an impasse in negotiations. Upon petition to the Board the parties shall submit in writing their best written offers for replacement language for this provision. The Board shall consider the parties proposals and render an order approving a replacement provision.



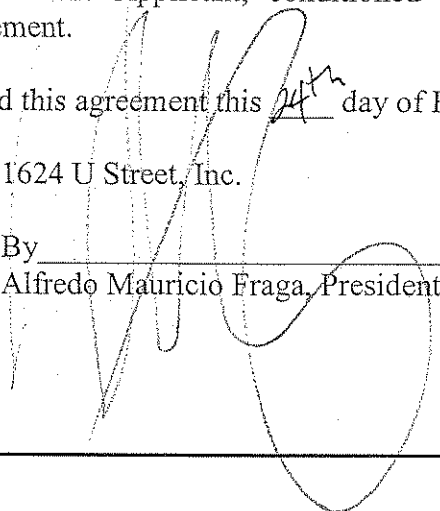
8. The management agrees to comply with:
 - a. reasonable requests to reduce noise levels at any time;
 - b. D.C. noise regulations Sec 25-725 of the D.C. code; and
 - c. DC Noise Control Act of 1977, as amended.
9. Protestants agree to contact the Applicant's manager, Shawnda Kieley at 202-271-8295, to attempt resolution of conflicts. Applicant agrees to notify Protestant immediately of any change in this contact information.
10. Any notice made under provision 7 of this agreement shall be in writing and addressed to the applicant or the protestant at their address listed in the protest unless written notice of a different address is duly given.
11. Ownership agrees to repair and maintain the rear kitchen door leading to the alley to prevent it from being slammed automatically by the return or manually by ownership, management, or staff. This work is to be completed within 30 days of the signing date of this agreement.
12. All parties believe that this Agreement complies with all applicable laws and regulations of the District of Columbia. Pursuant to Sec 25-446 of the D.C. Code, all parties request that the ABC Board approve the Agreement and promptly issue a license to the Applicant, conditioned upon Applicant's compliance with this Agreement.

In Witness Whereof the parties have executed this agreement this 24th day of February, 2006.


L. Owen Taggart


Preston A. Reed, Jr.

1624 U Street, Inc.

By 
Alfredo Mauricio Fraga, President