

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

In the Matter of:

Equity 18, LLC
t/a Twelve after Twelve

Application for Substantial Change
(Increase Summer Garden Occupancy)
to Retailer's Class CN License

at premises
1212 18th Street, NW
Washington, D.C. 20036

Case No.: 21-PRO-00075
License No.: ABRA-117238
Order No.: 2021-869

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 The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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

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Donovan Anderson
Key: 86478505154d1f86d736c031481208

Donovan Anderson, Chairperson

eSigned via DC-Auth-2020-01-01
James Short
Key: 547e0272879ac6e8c1332d02046a

James Short, Member

eSigned via DC-Auth-2020-01-01
Bobby Cato
Key: 25b92fca05d146a7f9075a07217a30a

Bobby Cato, Member

eSigned via DC-Auth-2020-01-01
Rafi Aliya Crockett, Member
Key: 1b55151842e1f704014154e5c12081e

Rafi Crockett, Member

eSigned via DC-Auth-2020-01-01
Jeni Hansen, Member
Key: 02172801f213644742162206c7341595

Jeni Hansen, Member

eSigned via DC-Auth-2020-01-01
Edward Grandis, Member
Key: 30271b2a7f16c794e6143416152341ca7

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 14th 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 18th 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 18th Street, NW
Washington, D.C. 20036
Attn: Borzou Biabani, Member
Email: biabani@thebiabanigroup.com

If to Protestants: Group of Five or More
1325 18th St NW
Washington, DC 20036
Attn: Karen Cerritos or then current building manager
Email: 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

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

In the Matter of:

Equity 18, LLC
t/a The Lounge

Application for a New
Retailer's Class CN License

at premises
1212 18th Street, NW
Washington, D.C. 20036

Case No.: 20-PRO-00062
License No.: ABRA-117238
Order No.: 2021-065

Equity 18, LLC, t/a The Lounge, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Daniel Warwich, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Glenn Englemann, on behalf of Dupont Circle Citizens Association (DCCA)

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Equity 18, LLC, t/a The Lounge (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 August 12, 2019, and a Protest Status Hearing on January 4, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and DCCA have entered into a Settlement Agreement (Agreement), dated January 26, 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; Chairperson Daniel Warwick, on behalf of ANC 2B; and Glenn Engelmann, on behalf of DCCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and DCCA.

Accordingly, it is this 3rd day of February 2021, **ORDERED** that:

1. The Application filed by Equity 18, LLC, t/a The Lounge, for a new Retailer's Class CN License, located at 1212 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and DCCA in this matter are 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, except for the following modification:

Section 8 (Notice and Opportunity to Cure) – The language “shall constitute a cause for seeking a Show Cause Order from the ABC Board” shall be replaced with the language “shall constitute cause for filing a complaint with the ABC Board.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43084606e50646a2c693d3cc09

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ad73802c6efac81832d12268e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256028a0f0148d79d75d37915d209

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: bf2ca40b590b74c99b19c2bb7381e2f

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Atiya Crockett, Member
Key: b580e01b4e1f1e401f154e6c12801c7

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821726110529474911b6f6c24189f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 5027bda7f9f0040ec14adeb52541ce5

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 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).

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 26 day of January, 2021 by and between Equity 18, LLC t/a The Lounge, ABRA License 117238 (“Applicant”), Advisory Neighborhood Commission 2B (“ANC”), and Dupont Circle Citizens Association (“DCCA”) (jointly, the “Protestants”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailer’s Class “C” Nightclub #117238 for a business establishment (“Establishment”) located at 1212 18th 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 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 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.

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 The Lounge
 1212 18th Street, NW
 Washington, D.C. 20036
 Attn: Borzou Biabani, Member
 Email: biabani@thebiabanigroup.com

If to Protestants: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Daniel Warwick, Chair
Email: 2B02.ANC@dc.gov

Dupont Circle Citizens Association
Glenn Engelmann, President
Dupont Circle Citizens Association
9 Dupont Circle, NW
Washington, DC 20036
president@dupont-circle.org

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:

Advisory Neighborhood Commission 2B



By: Daniel Warwick, Chair, ANC 2B

Dupont Circle Citizens Association



By: Glenn Engelmann, President

APPLICANT:

Equity 18, LLC t/a The Lounge



as Member

By: Dorzou Diabam

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

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In the Matter of:)	
)	
Yfe, Inc.)	
t/a 18th Street Lounge)	
)	
Holder of a)	License No. ABRA-021211
Retailer's Class CT License)	Order No. 2014-369
)	
at premises)	
1212 18 th Street, N.W.)	
Washington, D.C. 20036)	
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Yfe, Inc., t/a 18th Street Lounge (Licensee)

Noah Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Carl Nelson, on behalf of A Group of Five Citizens from the Palladium Condominium
(Group of Residents)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Yfe, Inc., t/a 18th Street Lounge (Licensee), ANC 2B, and a Group of Residents have entered into a Settlement Agreement (Agreement), dated September 17, 2014, that governs the operation of the Licensee's establishment.

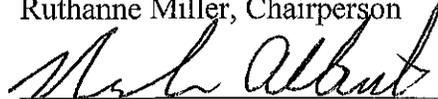
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Noah Smith, on behalf of ANC 2B; and Carl Nelson, on behalf of the Group of Residents; are signatories to the Agreement.

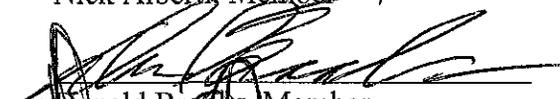
Accordingly, it is this 8th day of October, 2014, **ORDERED** that:

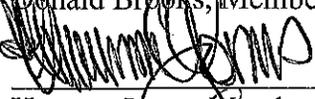
1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Agreement intends to be a Settlement Agreement rather than an Amendment to Voluntary Agreement; and
3. Copies of this Order shall be sent to the Licensee, ANC 2B, and Carl Nelson, on behalf of the Group of Residents.

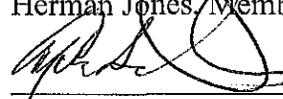
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

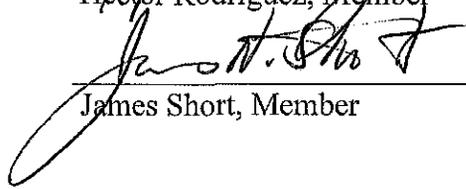

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

AMENDMENT TO VOLUNTARY AGREEMENT

"NOISE COMPLIANCE PLAN"

THIS SETTLEMENT AGREEMENT ("Agreement") is by and between, YFE, Inc. ("Licensee"), the Group of Five Citizens from the Palladium Condominium ("Residents"), and Advisory Neighborhood Commission ANC2B ("ANC 2B") (collectively, "Parties"). Any existing Agreement shall remain in force, except that this Agreement shall supersede provisions relating to noise abatement.

t/a 18th Street
Lounge
#21211

WHEREAS, Licensee has applied for a renewal of license Class CT for a business establishment ("Establishment");

WHEREAS, the Residents and ANC 2B filed timely protest against the renewal of Licensee's license pursuant to D.C. Official Code § 25-601(4);

WHEREAS, the Parties have agreed to the terms of this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the renewal of said license conditioned upon the Licensee's compliance with this Agreement;

WHEREAS, the Parties desire to settle the protest pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment;

WHEREAS, the levels of amplified sound emanating from District of Columbia nightclubs individually and collectively has risen in recent years to the point that local residents are complaining that the noise is entering their homes, interfering with the quiet enjoyment of their homes, disturbing their sleep, and negatively impacting their property values;

WHEREAS, the District of Columbia Noise Control Act and regulations at section 25-725, as amended, requires nightclubs to contain amplified sound;

WHEREAS, Licensee recognizes that compliance with the Noise Control Act is of paramount importance to current and future residents, and is essential to the District's plan to increase mixed use and population density;

NOW, THEREFORE, the Parties agree as follows:

1. Noise abatement: Licensee 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 and cannot be heard outside the club within 75 feet.
2. Doors and windows: Licensee 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.
3. Outdoor spaces: Licensee 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 Licensee 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) Changed speakers direction away from alley and (4) took out the lowest sound frequency from the sub woofers to prevent bass in the alley.

4. Compliance: Licensee agrees that:

- a. Licensee agrees to promptly lower amplified sound levels when it determines, or is informed, that sound levels are too high. The Licensee will be on notice that sound levels are too high if any of the following situations occurs:
 - i. Amplified music can be heard 75 feet from the establishment;
 - ii. Music can be heard inside residences;
 - iii. Residents have complained;
 - iv. District Officials have notified the Licensee of complaints.

5. Continuing cooperation:

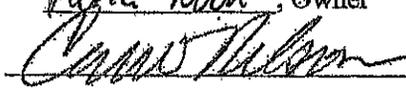
- a. Licensee will provide the Parties the name and phone number of the general manager, who is responsible for compliance. If residents contact this person, he/she will immediately determine whether sound levels are too high – and if so, promptly lower sound levels as needed to comply with this Agreement and the Noise Control Act. The Licensee will have 24 hours to respond to any noise complaints. The Licensee 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. Licensee will make good faith efforts to cooperate with other establishments to ensure that collective noise levels comply with the Noise Control Act.
6. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed as original, but all together shall constitute the same instrument.
7. Withdrawal of protest: upon execution of this Agreement and its acceptance by the ABC Board, the protest of the Licensee's application for license filed by the Parties hereto shall be deemed withdrawn.

Executed on this date, September 17, 2014

By: 

Date: Sept 17, 2014

David Nouri, Owner

By: 

Date: Sep 17, 2014

Carl Nelson, Resident Representative

By: Noah Smith
Noah Smith, Chair, ANC 2B

Date: 9/18/14

For 18th Street Lounge
ABRA # 21211