

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

In the Matter of:	)	
	)	
H.L.S., LLC,	)	License Number: 8949
t/a Dupont Italian Kitchen	)	ORDER NUMBER: 2009-218
	)	
Application for Entertainment	)	
Endorsement for a Retailer's	)	
Class CR License	)	
at premises	)	
1637 17 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 200	)	
	)	

H.L.S., LLC, t/a Dupont Italian Kitchen, Applicant

Mike Silverstein, Chair, Advisory Neighborhood Commission 2B (ANC 2B)

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that H.L.S., LLC, t/a Dupont Italian Kitchen (Applicant), filed an application for an Entertainment Endorsement for its Retailer's Class CR License located at 1637 17<sup>th</sup> Street, N.W., Washington D.C. The Application was protested by ANC 2B. The Applicant and Mike Silverstein, Chair, ANC 2B (the Parties), have entered into a Voluntary Agreement (Agreement) dated August 14, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment with respect to the Application for an Entertainment Endorsement.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Silverstein are signatories to the Agreement.

**H.L.S., LLC**  
**t/a Dupont Italian Kitchen**  
**License No:**  
**Page 2**

Accordingly, it is this 19<sup>th</sup> day of August 2009, **ORDERED** that:

1. The Application filed by H.L.S., LLC, t/a Dupont Italian Kitchen, for an Entertainment Endorsement on its Retailer's Class CR License located at 1637 17<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**

2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Applicant and to ANC 2B.

District of Columbia  
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member

Nick Alberti, Member

Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, 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  
between  
Dupont Italian Kitchen, 1637 17<sup>th</sup> Street, NW &  
Dupont Circle ANC 2B  
regarding  
Entertainment Endorsement**

**This Agreement**, entered into this 14<sup>th</sup> day of August, 2009, by and between Dupont Italian Kitchen (herein after the "Applicant"), and Advisory Neighborhood Commission 2B, (herein after the "Protestant"), witnesses:

**Whereas**, the Applicant, located at 1637 17<sup>th</sup> Street, NW, Washington, DC, has applied for an Entertainment Endorsement with the DC Alcoholic Beverage Control Board (herein after the "Board") to host live karaoke.

**Whereas**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the parties hereto desire to enter into a voluntary agreement whereby (1) the Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) the Protestant will agree to the issuance of the requested endorsement and withdrawal of the protest *provided* that such agreement is incorporated into the Board's order granting the requested endorsement, which order is thereby conditioned upon compliance with such agreement.

**Whereas**, the Applicant has recently taken or intends to take certain measures designed to ameliorate the Protestant's concerns.

**Now agree therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree as follows:

1. Entertainment. Entertainment shall consist of karaoke, and/or lounge singer(s), accompanied by a single instrument and/or recorded accompaniment only. Live DJs or bands are not permitted.
2. Food Service Hours. Applicant's kitchen must remain open and available to serve patrons until one (1) hour prior to the conclusion of any entertainment; i.e. if entertainment concludes at 2:00 am, the kitchen must be open and available to serve patrons until 1:00 am.
3. Noise Abatement. Windows and doors to the section of the establishment containing entertainment shall remain closed during entertainment hours.
4. Public Space. No entertainment shall be allowed outdoors or in public space.
5. Modification and Transfer. This agreement can be modified only upon written notice by the ABC Board, or by mutual agreement of all the parties and with written approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this

agreement, prior to implementing the changes the Applicant shall receive written approval from ANC 2B.

6. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

APPLICANT:

Dupont Italian Kitchen

By:



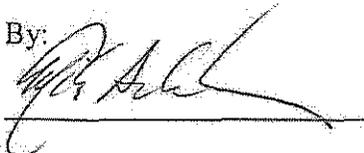
Mr. Mike Askarinam

Date: 8/14/09

PROTESTANT:

Advisory Neighborhood Commission 2B

By:



Chairman Mike Silverstein

Date: 8/14/09