

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

**In the Matter of:** )  
 )  
Arm, LLC )  
t/a Lux )  
 )  
Applicant for a Renewal of a )  
Retailer's Class CN )  
 )  
at premises )  
649 New York Avenue, N.W. )  
Washington, D.C. 20001 )  
 )

Case No. 13-PRO-00179  
License No. ABRA-071743  
Order No. 2014-031

Arm, LLC , t/a Lux (Applicant)

Rachelle Nigro, Chairperson, Advisory Neighborhood Commission (ANC) 6E

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST OF ANC 6E**

The Application filed by Arm, LLC, t/a Lux, for renewal of its Retailer's Class CN License, was protested; however, a Roll Call Hearing scheduled for December 16, 2013, was not held, because the Parties submitted a Settlement Agreement before the hearing.

The official records of the Board reflect that the Applicant and ANC 6E, have entered into a Settlement Agreement (Agreement), dated December 13, 2013, 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 Chairperson Rachelle Nigro, on behalf of ANC 6E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6E.

**Arm, LLC**  
**t/a Lux**  
**Case No. 13-PRO-00179**  
**License No. ABRA-071743**  
**Page 2**

Accordingly, it is this 15<sup>th</sup> day of January, 2014, **ORDERED** that:

1. The Application filed by Arm, LLC, t/a Lux, for renewal of its Retailer's Class CN License, located at 649 New York Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;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, except for the following modification:

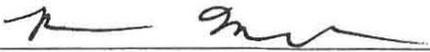
Section 3 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 60-day period (or, with respect to a breach which reasonably requires more than 60-days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3).”

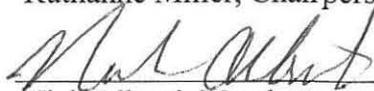
The parties have agreed to this modification.

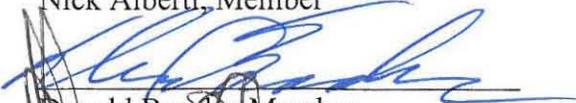
4. Copies of this Order shall be sent to the Applicant and ANC 6E.

Arm, LLC  
t/a Lux  
Case No. 13-PRO-00179  
License No. ABRA-071743  
Page 3

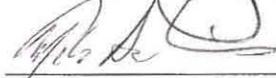
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Mike Silverstein, 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 14<sup>th</sup> 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).

## SETTLEMENT AGREEMENT

### Advisory Neighborhood Commission 6E and Lux Lounge

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 13<sup>th</sup> day of December, 2013, by and between Arm LLC, (Lux Lounge), License #ABRA-071743("Applicant"), and Advisory Neighborhood Commission 6E

#### WITNESSETH

WHEREAS, Applicant has applied for a License Class C License #ABRA-071743 for a business establishment ("Establishment") located at 649 New York Ave. NW, Washington, D.C., ("Premises");

WHEREAS, Advisory Neighborhood Commission 6E, 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

WHEREAS, the Parties are desirous of entering into a Voluntary 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) *Public Space and trash*, and consideration of neighbors 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. *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, club flyers, 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 clean and sweep the sidewalk and curbside area nightly after closing.

**2. *Consideration:*** Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the

area in the front of the establishment and around the corner on 7<sup>th</sup> St.

3. **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 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:       Arm LLC (Lux Lounge)  
                              649 New York Ave. NW  
                              Washington, DC  
                              20001  
                              Main Phone: 202-347-8100

If to Protestants:     ANC 6E  
                              P.O. Box 26182  
                              Ledroit Park Station  
                              Washington, DC 200001  
                              Main Telephone: 202-670-1732

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.

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

**PROTESTANT:**

Advisory Neighborhood Commission 6E

Rachelle Nigro / Chair ANCCCE

By: Printed Name

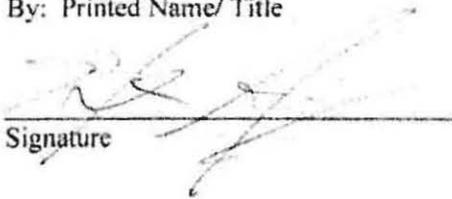
Rachel Nigro 12-15-13

Signature

**APPLICANT**

JEROCK ANPARGIE / OWNER

By: Printed Name/ Title



Signature