THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)		
Suri DC, LLC t/a Suri)))		
Applicant for a New Retailer's Class CN License)	Case No.: License No.: Order No.:	20-PRO-00036 ABRA-116562 2020-1000
at premises 1217 Connecticut Avenue, NW Washington, D.C. 20036)))		

Suri DC, LLC, t/a Suri, Applicant

Daniel Warwick, Chairperson, Advisory Neighborhood Commission (ANC) 2B, Protestant

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 ANC 2B'S PROTEST

The Application filed by Suri DC, LLC, t/a Suri (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 September 28, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2B have entered into a Settlement Agreement (Agreement), dated November 12, 2020 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 Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

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

Accordingly, it is this 2nd day of December 2020, **ORDERED** that:

- 1. The Application filed by Suri DC, LLC, t/a Suri, for a new Retailer's Class CN License, located at 1217 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 The Protest of ANC 2B in this matter is hereby WITHDRAWN;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, except for the following modifications:

Section 5 (Noise and Privacy) – Last paragraph, the language "sidewalk café" shall be replaced with the language "summer garden."

Section 10 (Notice and Opportunity to Cure) – The language "cause for seeking a Show Cause Order from the ABC Board" shall be replaced with the language "cause for filing a complaint with the ABC Board."

The parties have agreed to these modifications.

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: ec430b90b9945f99e4b73009341dccs8
Donovan Anderson, Chairperson
eSigned via SeamlessDocs.com
Key: 547ae3737820de6ae6dtb3232dd2940ec -
James Short, Member
eSigned via SeamlessDocs.com
Bobby Cato, Member
eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Kéy; b/2ca46b596b74099b19b35b738f166f
Rema Wahabzadah, Member
eSigned via SeamlessDocp.com
Rafi (Aliya Crockett, Member
Key: b580e91845e1f9e4016155e5c12f81cc
Rafi Crockett, Member
eSigned via SeamlessDoce.com
Jeni Hansen, Member Kun 1217233110500474911550002141895
Jeni Hansen, Member
ęSigned via SeamlessDocs.com
Edward Grandis, Member Keyi 5027bida7ff5f0040eci 4adeb5254ice5
Edward S. Grandis, Member

Pursuant to D.C. Official Code§ 25-433(d)(l), 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 thilty (30) days of the date of service of this Order, with the District of Columbia Coult of Appeals, 430 E StTeet, 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 12 day of November, 2020 by and between Suri DC LLC t/a Suri, ABRA License 116562 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Nightclub #116562 for a business establishment ("Establishment") located at 1217 Connecticut Avenue, Washington, D.C. ("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. Nature of the Business. The Applicant will manage and operate a Retailer's Class "C" Nightclub. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
- 3. Hours of Operation. The Applicant's interior hours of operation, hours of sales/service/consumption, and entertainment shall not exceed the following:

Sunday through Thursday: 8:00 A.M. – 5:00 A.M.

Friday and Saturday:

8:00 A.M. - 5:00 A.M.

The Applicant's hours of operation in the summer garden shall not exceed the following:

Sunday through Thursday:

8:00 A.M. – 5:00 A.M.

Friday and Saturday:

8:00 A.M. - 5:00 A.M.

The Applicant's hours of sales/service/consumption of alcohol and live entertainment in the summer garden shall not exceed the following:

Sunday through Thursday: 11:00 A.M.- 2:00 A.M. Friday and Saturday: 11:00 A.M.- 3:00 A.M.

Nothing in this Agreement shall prevent the Applicant from applying for extended hours during the following:(a) on days designated by the DC ABC Board as "Holiday Extension of Hours"; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00 A.M.

- **4.** *Trash*. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall use reasonable efforts (meaning what a prudent reasonable neighbor would do) to 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.
- 5. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant utilized a sound study and sound design prepared by I Design Miami which is Exhibit A and The Construction Group which is Exhibit B. Specifications for the enclosure and design will meet or exceed the sound study's noise mitigation standard.

Applicant agrees to take reasonable steps to keep its doors and windows closed when live music is being played at the establishment. (Reasonable steps meaning as a default the policy would be to keep doors and windows closed while music is being played, to not allow music to travel outside the establishment and become a nuisance for the neighbors. This closure shall not be enforced for purposes of ingress and egress or any situation where enforcement of such would become a safety hazard. This also would not apply to rooftop) Applicant agrees to implement reasonable sound mitigation measures on the interior and in the outdoor areas. Noise mitigating actions may include, but is not limited to, installation of sound absorbing and sound dampening materials, and the placement of speakers.

Applicant will take reasonable measures to promote pre-sale and sales of admission/table service through phone service and/or on line in order to reduce the number of customers waiting outside to be admitted, thereby preventing noise.

Applicant agrees that employees or security personnel shall take reasonable steps to monitor the sidewalk café area to ensure that patrons are not rowdy or loitering immediately in front of the establishment.

- 6. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.
- 7. 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 licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any

violations of the agreement.

- 8. Security. Applicant shall submit a security plan to ABRA pursuant to D.C. Code § 25-402.
- 9. Communications/Contact: Applicant agrees to designate at least one individual staff member or manager to address specific concerns or issues raised by the community. Specifically, Applicant will provide the ANC the name and contact information for an individual to which any comments about the operation of the establishment may be addressed.
- 10. 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: Suri DC, LLC

t/a Suri

1217 Connecticut Avenue Washington, DC 20036 Attn: David Karim, Member Phone: (703) 627-3525

Email: dkarim70@gmail.com

Attn: Ameet Johal Phone: (202)369-1954

Email: ameet.johal@gmail.com CC to: Law office of Shirafkan Makan@shirafkanlaw.com

If to Protestant: Advisory Neighborhood Commission 2B

9 Dupont Circle, NW Washington, DC 20036 Attn: Daniel Warwick, Chair Email: 2B02.ANC@dc.gov

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.

11. 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 2B

Doniel Warwick, Chair 11-18-2020

APPLICANT:

Suri DC LLC t/a Suri

David Karim

Suri DC LLC t/a Suri

Ameet Johal



1217 CONNECTICUT AVE

1217 CONNECTICUT AVE NW WASHINGTON, DC 20036

NOISE COMPLIANT AUDIO DESIGN, SPECIFIC FOR THE GOVERNMENT OF THE DISTRICT OF COLUMBIA - 60dB MAXIMUM 3 FEET FROM THE PROPERTY LINE

SOUND SYSTEM WILL BE EQUIPPED WITH A DIGITAL SIGNAL PROCESSOR THAT WILL BE PASSWORD PROTECTED AND LOCKED TO ENSURE VOLUME IS KEPT AT MAXIMUM LIMITS PERMITTED BY LAW

CABLE SPECIFICATIONS

	PLENUM	MODELS	
WIRE TYPE	DISCRIPTION	MFG	MODEL
12.2000	2C 12AWG	WEST PENN	25227B
12.4000	4C 12AWG	WEST PENN	25248B
14.2000	2C 14AWG	WEST PENN	25226B
22.2SH	2C 22AWG SH	WEST PENN	25291B
CAT 6	8C 24AWG UTP	WEST PENN	254246

FIRE LIFE (FIRE ALARM) SYSTEM TO PROVIDE A DRY CONTACT, NORMALLY CLOSED, 5V RELAY THAT IS OPENED WHEN THE FLS SYSTEM IS ACTIVATED.

SOUND SYSTEM WILL MUTE WHEN FLS SYSTEM IS ACTIVATED AND UN MUTE WHEN FLS SYSTEM IS DEACTIVATED.

A LOW VOLTAGE 2 CONDUCTOR CABLE IS REQUIRED BETWEEN THE FLS SYSTEM AND THE AUDIO SYSTEM (AV RACK) COLOR RED 18.2 AWG IS SUGGESTED.



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PAGE LAYOUT

AV-000 - COVER PAGE AV-101 - ROOFTOP SPEAKER LAYOUT AV-201 - ELEVATION DETAILS

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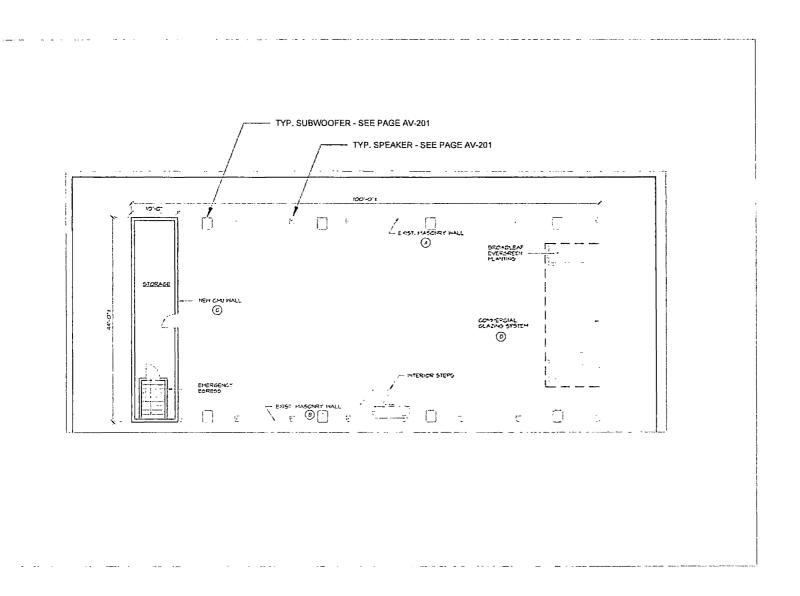
1217 CONNECTICUT AVE

1217 CONNECTICUT AVE NW WASHINGTON, DC 20036

DATE	DESCRIPTION
PAR	ED: 9/19/2020

DESIGN DEVELOPMENT

AV-000





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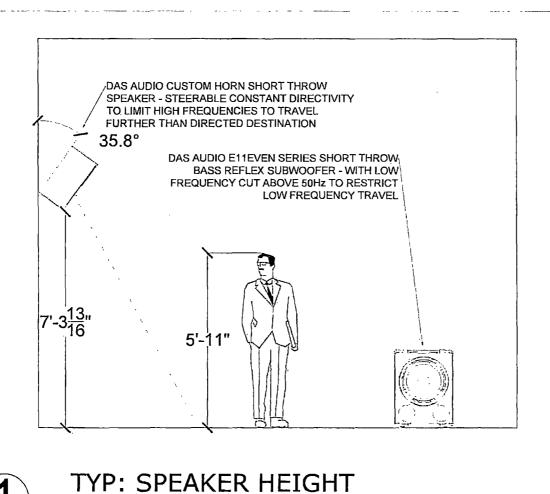
1217 CONNECTICUT AVE NW WASHINGTON, DC 20036

ROOFTOP SPEAKER LAYOUT

PREPARED: 9/19/2020

TESIGN TUTVELOPMENT

AV-101



SCALE: N.T.S



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1217 CONNECTICUT AVE 1217 CONNECTICUT AVE NW WASHINGTON, DC 20036

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ELEVATION DETAILS

PREPARED: 9/19/2020

DEVELOPMENT

AV-201

THE CONSTRUCTION GROUP | 5305 VILLAGE CENTER DR. #124 | COLUMBIA, MD. 20144 202.543.6100 OFFICE | WWW.CONSTRUCTIONGROUP.COM

DCRA Class A License Number: 410514000425

To: 1217CT, LLC

Attn: Mr. Ameet Johal & Mr. David Karim

Re: Project - Conceptual Illustration for proposed Rooftop Noise Reduction System

Date: September 2, 2020

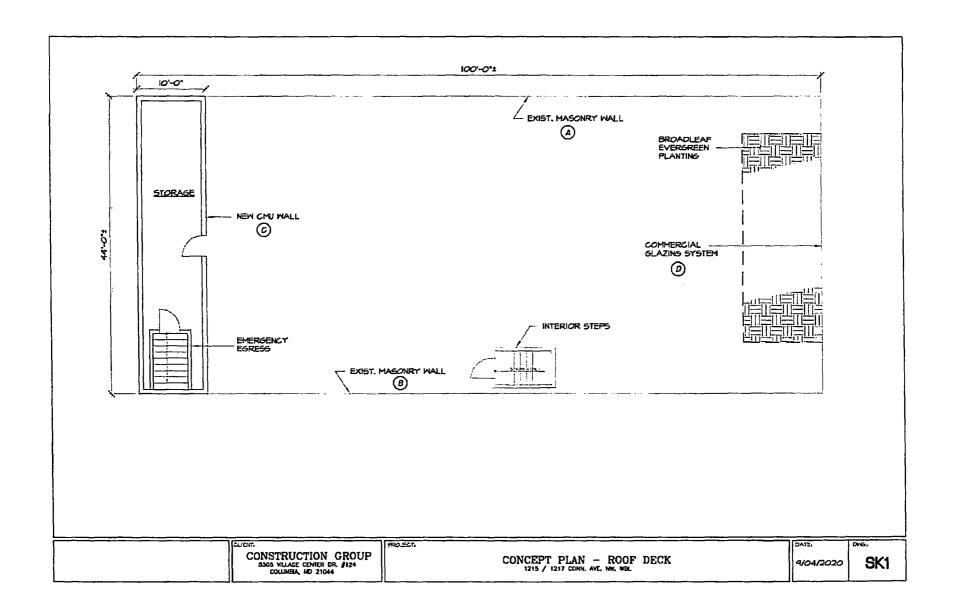
Included:

- Proposed Floor Plan

- Proposed Wall & Floor Noise Reduction Details

- Retractable Roof System

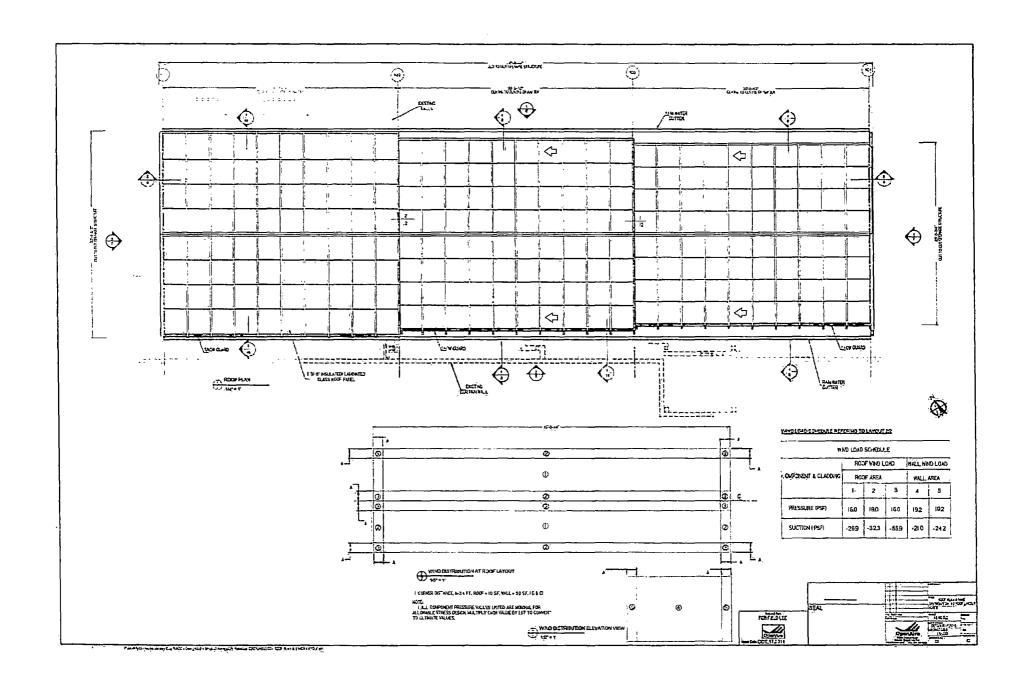
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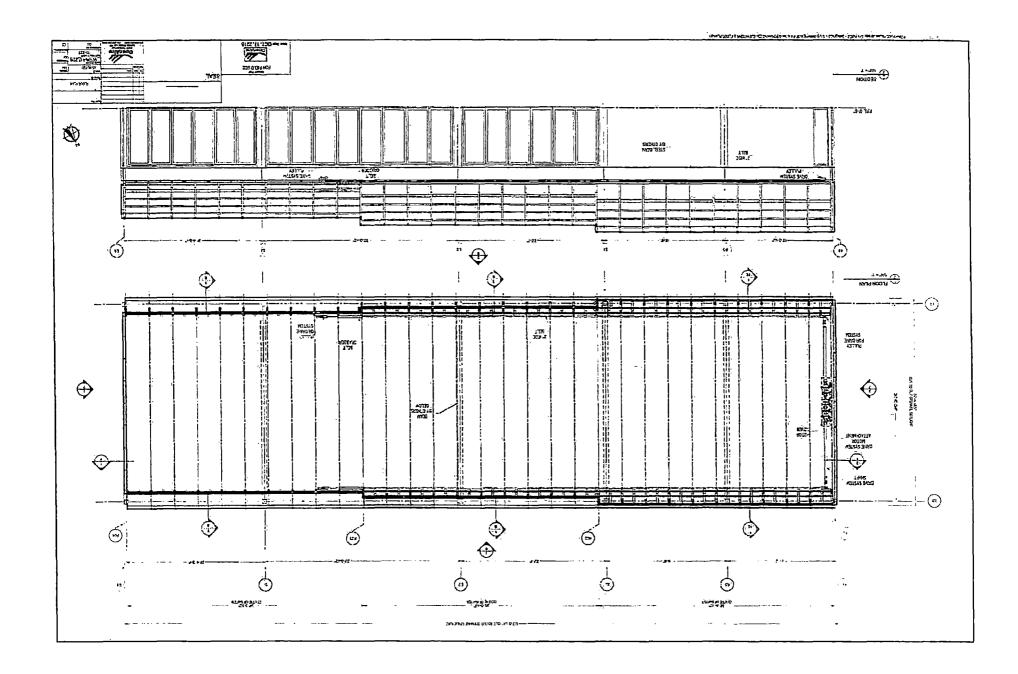


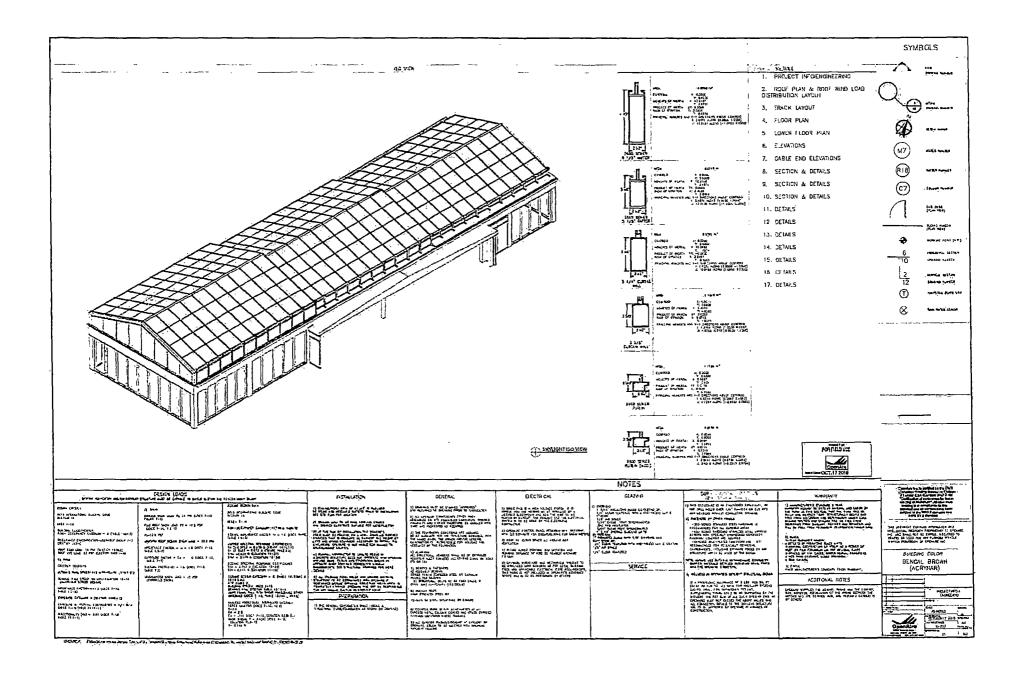
	L SYSTEM LL SECTIONS		King ARD INE W/PEA GR	
	CONSTRUCTION GROUP 3305 VALAGE CENTER DR. §124 COLUMBIA, ND 21044	CONCEPT DETAILS - ROOF DECK 1215 / 1217 CON.I. AVE. NW., WDL	9/04/2020	SK2

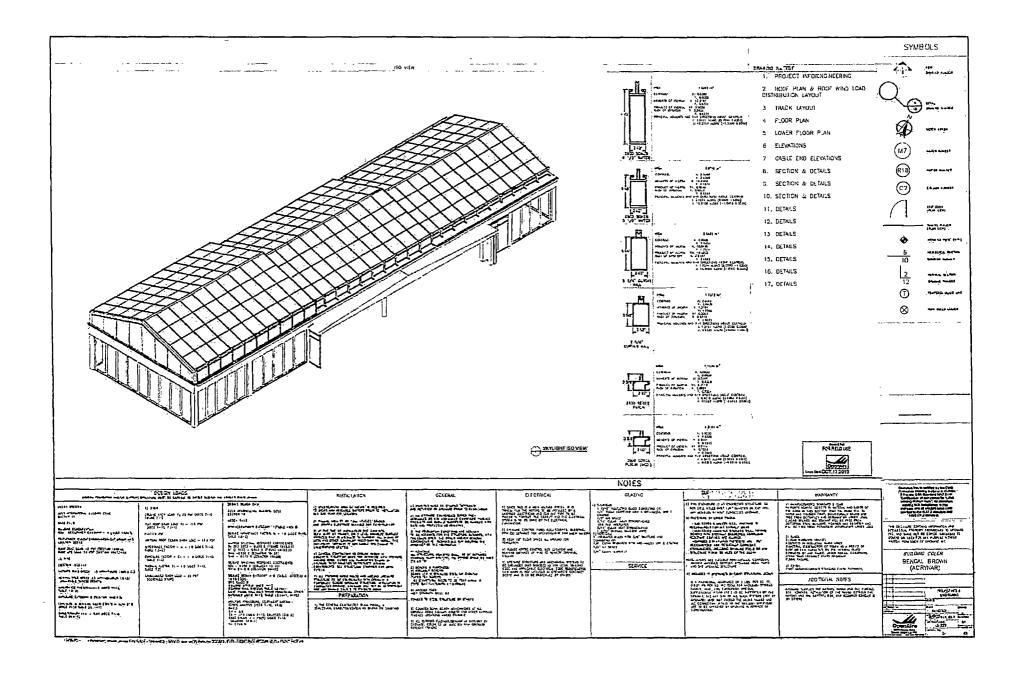
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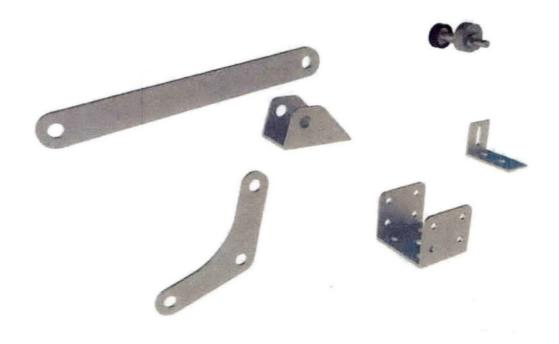


RAL 1000	RAL 1001	RAL 1002	FRAIL 1003	44 - 41	(AAL ITO)	Hat row	
RAL 1011	RAL FOR	RAL 1013	RAL 1014	RAL 1015	RAL tots	RAL 1017	RAL 1018
H/M 1010	RML 1000	RAL 1021	RAL 1923	FIAL TIDA	kon 1027	E(AL 1028	
RAL 1000	RAL 1034	Nest West	RAL 2001	RAI 2002	NAL 1903	12A1 2004	FFRE 2000
PAI 2000	PAE 2010	MAL 2015	RAL 2017	PAL MOD	HAT TOOL	PAT MIDZ	NA SOL
HAL 2004	10AL 3005	IPAL DIROZ	PAI 3000	RAE 3034	10A 1012	POAL BUTTO	RH 17.10
RAL 3615	RAL 7016	RAL 9017	RAL 3618	TEAN SHORT	WAS THESE		RALACAI
RAL 4001	T/AL 4602	HAL 4003	1173, 40034	FAL 4005	(RAIS-MORE)	HAL MINE	RAL 4008
RAL 400V	10AL 5008	PAI SIRT	RAL SHIP	RAL MIN	IRAA SIIDA	HAT SOUR	
TIAL SOOR			RAL 5011		RAI 5013	MAE SON	
TRAI SHOT					12/11 31/22	PAL 5023	RAL SEZA

	_						
FEAT COOK	RAI 2001	RAL COM	(NT 100)	HAL SHOP	Not roos	HAT BOOK	THAT SHOP
PAL STAR	IAL ross	TUNE (0.10)	RAIL BOTT	FLAC WORLD	PALEOLS	RALPOTE	RAY (63)5
RALIBERS	HALLMIT	BALCOSE	RAL 6010	TOT HERO	NU FER	PAL 6022	PAN ANA
HAL (02)	HAL MIZH	last rectr	INT TOTAL	PAL BOOM	10.00 FO.10	tuu gass	Inc. Solid
FLAL / (1920)	(faction	(A) (10)	NA ENNO	F(AL 7003	na took	RAL TOOS	PAL 7009
RAL POOR	HAL /DOR	HISE VIZHU	RAL 2011	100 1017	HAL JUTS	HAL MIS	IVAL TOTAL
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PAL 1933	RAL TOT	RAL 7035	INU. TIME	PAL (E)	RAL 7038	9AC 7039	11-7-104
101/1017	HAL 7043	RAL 7044	вън екон	RML 8001	TRAK BUNTA	10AL 8003	1041 (696)
RAI MONT	HAL NOON	HAN MILL	inki vini x	PLAN 20074	HAC MITS	NAC NOTE	BAL BILL
PAL MIN	ILAI MO7	RAL WIZE	RAL RODA	FLAC HOS	BAL MICH	RAL 9001	RAL 900
RAL 9000	RAL SKINS	BAL SORE	RAL 9010	RAL 0011	RAL9016	JANE 6017	RAL 901

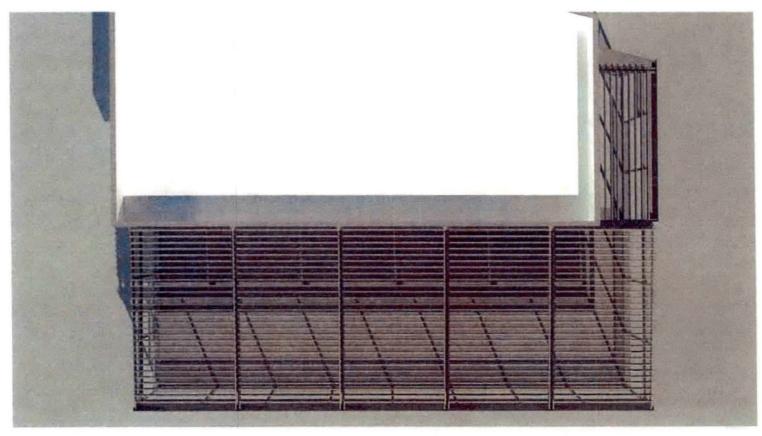


All the system can be painted to any RAL color



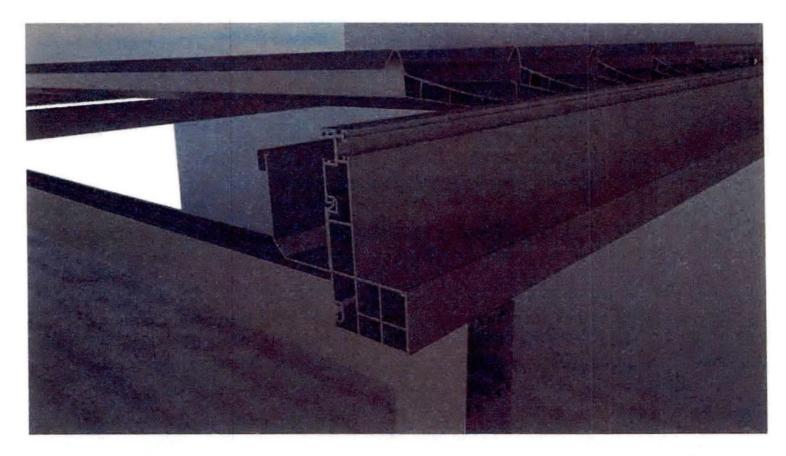
All the connection tools have 304 stainless quality







The strong structure allows cleaning from the top of the system or it can be cleaned from inside by aligning panels to 90degrees

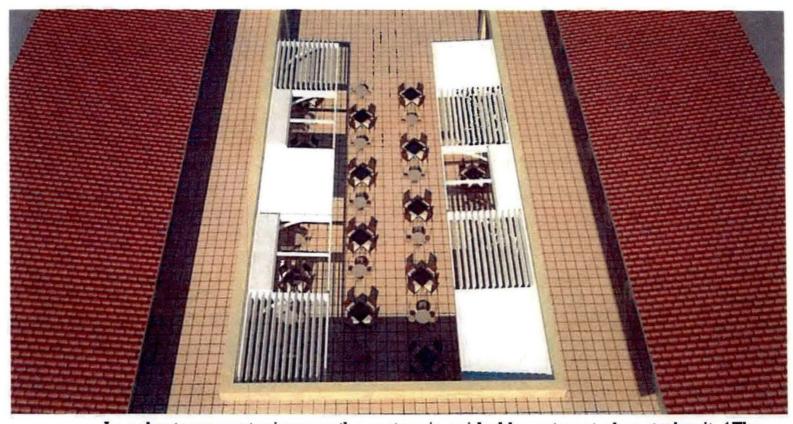


The light fixtures and accessories can be integrated through the horizontal supporting panels without additional conduit



The system can handle up to 25lbs per SQF snow load





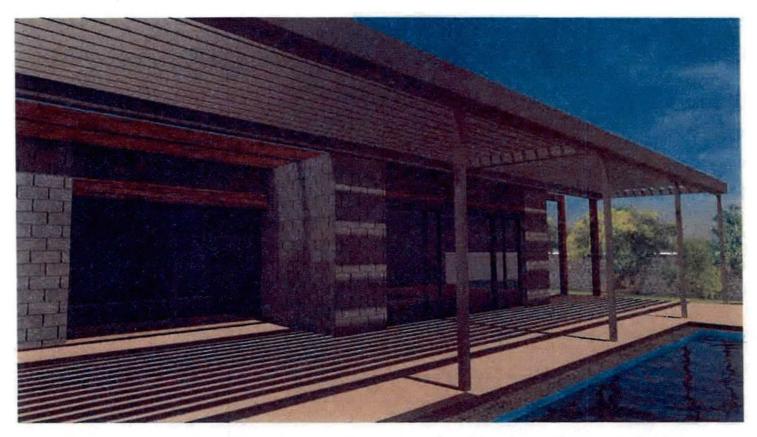
In order to prevent misusage the system is guided by automated control unit (The system can be fully retracted when it is opened 105 degrees or/and 105 degree opened system can be retracted all the way to the front and the panels can be locked after)

structuralshade



You can position he system at any point and angle via remote control unit

structuralshadesystem



The panels can be adjusted depending on angle of the sun any time of the day

structuralshadesystem



The system allows ventilation even under rain





When the system is opened 105 degrees, 2/3 of the whole system can be retracted





The system is capable of axial rotating and retracting



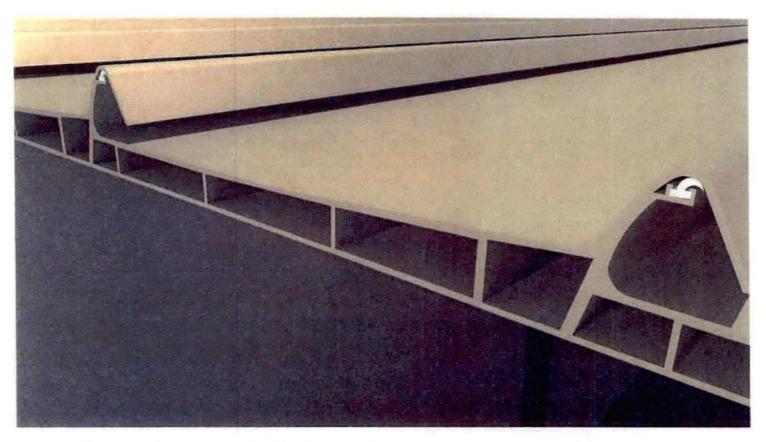
Panels are specifically engineered not to allow any dirt or debris fall inside the living area even they are open 105 degrees

structuralshades



The panels are designed to rotate up to 105 degrees in order to achieve shadowing and ventilation in every angel of the sun





The panels are specifically designed to interlock. At the lock points we use specially designed plastic seals to achieve 100% water isolation

structuralshade