

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

In the Matter of:)	
)	
Lemlem Gebrewahd)	
t/a Freedom Lounge)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-097277
)	Order No. 2015-075
at premises)	
1920 19th Street, N.W.)	
Washington, D.C. 20001)	

Lemlem Gebrewahd, t/a Freedom Lounge (Applicant)

Ellen Sullivan, Commissioners, Advisory Neighborhood Commission (ANC) 1B

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 Lemlem Gebrewahd, t/a Freedom Lounge, Applicant for a new Retailer's Class CR License, located at 1920 19th Street, N.W., Washington, D.C., and ANC 1B have entered into a Settlement Agreement (Agreement), dated January 16, 2015, 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 Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 4th day of March, 2015, **ORDERED** that:

1. 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:

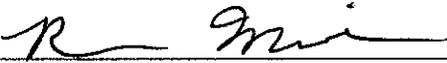
Section G (Modification of Settlement Agreement) – The following language shall be added: “This agreement can be modified by mutual agreement by the parties or by a unilateral petition to terminate only with prior ABC Board approval for acceptance and enforcement.”

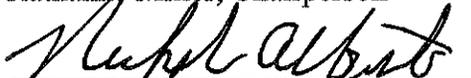
Section I (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

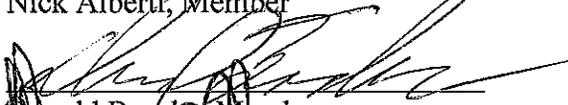
The parties have agreed to these modifications.

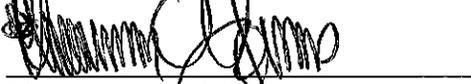
2. Copies of this Order shall be sent to the Applicant and ANC 1B.

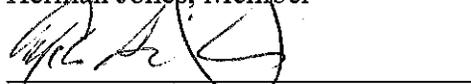
District of Columbia
Alcoholic Beverage Control Board

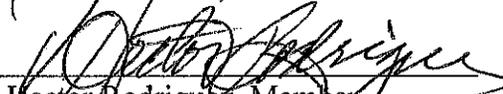

Ruthanna Miller, Chairperson

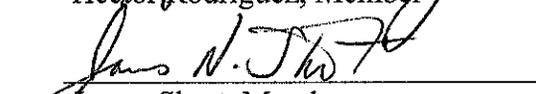

Nick Alberti, Member


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, 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).

Voluntary Agreement Concerning Issuance of License
097277 to Freedom Lounge, 1920 9th St. NW Basement

12
ALCOHOLIC BEVERAGES
REGULATION ADMIN
2015 JAN 16 P 10:5
ABRA

THIS AGREEMENT made and entered into Jan. 16, 2015 by and between Lemlem Gebrewahd (Applicant) and ANC1B (Protestant) witnesses.

Whereas Applicant has filed application 097277 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CR license for premises to be known as Freedom Lounge, and to be located at 1920 9th St. NW, Basement (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Only recorded, ambient music will be allowed to be played at the Establishment at any time. There will be no musical performances or DJs. No dancing shall be allowed on the premises, by either entertainers or by patrons. Applicant will regularly monitor to assure no impact on nearby residents. The front and rear door will remain closed except to allow entrance to and exit from the building. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board files.

B. FOOD AND ALCOHOL SERVICE. The establishment's hours of operation shall be as follows:

Day	Hours of Alcoholic Beverage Service	Hours of Operation
Monday	11:00 AM to 2:00 AM	11:00 AM to 2:00 AM 3:00 AM
Tuesday	11:00 AM to 2:00 AM	11:00 AM to 2:00 AM 3:00 AM
Wednesday	11:00 AM to 2:00 AM	11:00 AM to 3:00 AM
Thursday	11:00 AM to 2:00 AM	11:00 AM to 3:00 AM
Friday	11:00 AM to 3:00 AM	11:00 AM to 4:00 AM
Saturday	11:00 AM to 3:00 AM	11:00 AM to 4:00 AM
Sunday	11:00 AM to 2:00 AM	11:00 AM to 2:00 AM 3:00 AM

BEAR/ [Signature]
BEAR/ [Signature]
BEAR/ [Signature]

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Trash dumpster(s) shall be properly maintained so that they close properly and do not leak. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall 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 accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment. Applicant shall request that its trash and recycling contractors pick up trash and materials no earlier than 9:00am and no later than 5:00 pm. No recyclables will be dumped between 9:00 pm and 9:00 am.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Pennit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

F. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

G. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

H. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

I. 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 thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty 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 DC 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: Lemlem Gebrewahd, 1920 9th St. NW, Basement, Washington, DC 20001

With a copy to: Jermaine Mathews, jmatt717@gmail.com

Lamlemgiday53@gmail.com

If to Protestants: ANC1B, Attn: Ellen Sullivan, Frank D. Reeves Municipal Center, 2000 14th St., NW, Suite 100B, Washington, DC 20009, 1b02@anc.dc.gov

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

