

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

\_\_\_\_\_ )  
**In the Matter of:** )  
 )  
Kiel, LLC )  
t/a Mova )  
 )  
Application for Renewal of a )  
Retailer's Class CT License )  
 )  
at premises )  
2204 14<sup>th</sup> Street, N.W. )  
Washington, D.C. 20009 )  
\_\_\_\_\_ )

Case No. 14-PRO-00008  
License No. ABRA-087030  
Order No. 2014-439

Kiel, LLC, t/a Mova (Applicant)  
  
James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B  
  
Chris Young, President, Meridian Hill Neighborhood Association (MHNA)  
  
Ephraim Wernick, on behalf of a Group of Five or More Individuals

**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 AND  
WITHDRAWAL OF PROTESTS OF ANC 1B, MHNA,  
AND A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Kiel, LLC, t/a Mova, for renewal of its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 24, 2014, and a Protest Status Hearing on May 1, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant, ANC 1B, MHNA, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated September 29, 2014, setting forth the terms and conditions that govern 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; Chairperson James A. Turner, on behalf of ANC 1B; Chris Young, on behalf of MHNA; and Ephraim Wernick, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B, MHNA, and the Group of Five or More Individuals of this Application.

Accordingly, it is this 5th day of November, 2014, **ORDERED** that:

1. The Application filed by Kiel, LLC, t/a Mova, for renewal of its Retailer's Class CT License, located at 2204 14<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B, MHNA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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:

Subsection 7.2 – This subsection shall be removed.

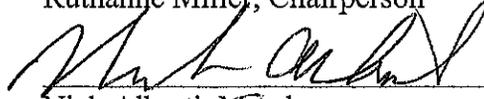
The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant; ANC 1B; Chris Young, on behalf of MHNA; and Ephraim Wernick, on behalf of the Group of Five or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board

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Ruthanne Miller, Chairperson



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Nick Alberti, Member



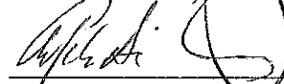
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Donald Brooks, Member



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Herman Jones, Member



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Mike Silverstein, Member



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Hector Rodríguez, Member

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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 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).

## ABC SETTLEMENT AGREEMENT

THIS ABC SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 29<sup>th</sup> day of September, 2014, by and among Kiel, LLC, t/a Mova ("Applicant"), Advisory Neighborhood Commission 1B ("ANC 1B"), Ephraim Wernick on behalf of a Group of 13 individual protestants (the "Group of 13") and the Meridian Hill Neighborhood Association ("Meridian Hill") (ANC 1B, the Group of 13, and Meridian Hill are hereinafter referred to collectively as the "Protestants").

### RECITALS

WHEREAS, Applicant is the owner and operator of a tavern business located at 2204 14<sup>th</sup> Street, N.W., Washington, D.C. and holder of a Retailer's license Class CT (the "License");

WHEREAS, Protestants have filed a protest with the Alcoholic Beverage Control Board (the "Board") opposing renewal of the License;

WHEREAS, the parties desire to enter into this Agreement to resolve the protest of the renewal application.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Operation of Summer Garden. No music shall be played in or on the Summer Garden area other than through Applicant's sound system, or through personal devices attached to earphones, such as ipods, ipads, cell phone music players, or other MP3 players. Sound levels

in the Summer Garden area shall never be played above an ambient, background level, never will be played to encourage or promote dancing. There shall be no disc jockey or live performances of any kind in the Summer Garden area, nor shall there be any advertising or marketing of any kind which would reasonably cause any person to contemplate that dancing is featured or encouraged in the Summer Garden area. The location, orientation, and volume level of speakers shall be maintained to comply with D.C. Code Section 25-725. The volume levels of music in the Summer Garden area speaker level shall be limited via hardware and/or software in order to ensure compliance with the foregoing code provision and requirement and to prevent any person (whether authorized or not) from increasing the volume above the level described in this paragraph. Applicant shall work with Protestants to establish the maximum music levels contemplated by this paragraph. Music shall end in the Summer Garden area no later than midnight on Sunday through Thursday, and by 1:00 a.m. on Friday and Saturday.

3. Notice to Patrons Concerning Noise on Roof Deck. Applicant shall post visible notices to patrons on the roof deck and the door leading to the roof deck advising patrons to respect the residents of the neighborhood and to avoid making noise, yelling, singing, and dancing. Applicant will take reasonable measures to ensure patrons comply with the noise prohibitions discussed herein.

4. Closing of Doors and Windows. Applicant shall, at all times, keep any rear doors and windows closed, except when doors are being used for ingress and egress. Under no circumstance shall, when the premises is open for business to the public, any rear door be propped open.

5. Trash Removal. Applicant shall not dump trash and recycling materials into the dumpster, recycling bins, or other containers on the exterior of the Facility after 11:00 p.m. on weekdays and after midnight on weekends.

6. Withdrawal of Protest. Protestants agree to the withdrawal of their protest provided that this Agreement is incorporated into the Board's order approving issuance of the License and compliance with this Agreement by Applicant is required by such Order.

7. Compliance and Notices.

7.1 Applicant shall provide Protestants with a direct line to the manager on duty to report any violations of this Agreement and to request an immediate correction of the situation. Applicant agrees to provide the name and contact number for the manager on duty within 48 hours of entering into this Agreement and within 48 hours of any change in management.

7.2 The parties to this Agreement shall meet on or about the first anniversary of the date hereof to discuss compliance with the Agreement. The parties agree to discuss, among other things, amendments to this Agreement to increase or decrease the hours of operation or the occupancy levels.

7.3 Notices under this Agreement shall be in writing and mailed by certified mail (or similar service including FedEx or UPS), return receipt requested, postage prepaid, hand delivery, or emailed to the other parties. Notice may also be provided under this Agreement via email if both parties acknowledge receipt of such notice. Notice must be given as follows:

If to Applicant:

Babak Movahedi

\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

Andrew J. Kline  
The Veritas Law Firm  
1225 19<sup>th</sup> Street, NW, Suite 320  
Washington, D.C. 20036  
[akline@veritasllc.com](mailto:akline@veritasllc.com)

If to ANC 1B:

~~Nick Baumann (or his elected successor)  
ANC 1B  
\_\_\_\_\_  
Washington, D.C. \_\_\_\_\_~~

If to Group of 13:

Ephraim Wernick, Esq. (or his designated successor)  
1407 W Street, N.W., #303  
Washington, D.C. 20009  
[frwernick@yahoo.com](mailto:frwernick@yahoo.com)

If to Meridian Hill

Chris Young (or his elected successor)  
President, Meridian Hill Neighborhood Association  
P.O. Box 73621  
Washington, D.C. 20056-3261  
president@meridianhilldc.com

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Construction. In the event any conduct by Applicant in violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be liable for one violation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPLICANT

Kiel, LLC t/a Mova

By: \_\_\_\_\_  
Babak Movahedi

Date Signed: \_\_\_\_\_

PROTESTANTS

ANC 1B

By: \_\_\_\_\_  
Nicholas Baumann, Chair

Date Signed: \_\_\_\_\_

Group of 13

By: \_\_\_\_\_  
Ephraim Wernick, on behalf of himself and 12 other individual protestants

Date Signed: 9/29/14

Meridian Hill Neighborhood Association

By: \_\_\_\_\_  
Chris Young, President, MHNA

Date Signed: 9/29/14



James A. Turner  
Chair ANC1B, Commissioner 1B09

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPLICANT

Kiel, LLC, t/a Mova

By: 

Babak Movahedi

Date Signed: 10/12/14

PROTESTANTS

~~ANC M~~

By: \_\_\_\_\_

Nicholas Baumann, Chair

Date Signed: \_\_\_\_\_

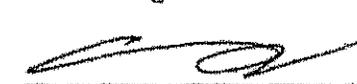
Group of 13

By: 

Ephraim Wernick, on behalf of himself and 12 other individual protestants

Date Signed: 9/29/14

Meridian Hill Neighborhood Association

By: 

Chris Young, President, MHNA

Date Signed: 9/29/14