

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

<b>In the Matter of:</b>	)	
	)	
Meze, Inc.	)	
t/a Meze	)	
	)	
Petition to	)	Case No. 13-PRO-00098
Terminate Settlement Agreements	)	License No. ABRA-060347
for a Retailer's Class CR License	)	Order No. 2013-456
	)	
at premises	)	
2437 18th Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

Meze, Inc., t/a Meze (Petitioner)

Brian Hart, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF  
PROTESTS OF ANC 1C AND KCA**

The Petition filed by Meze, Inc., t/a Meze, (Petitioner), to Terminate the 2002 Voluntary Agreements, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 15, 2013 and a Protest Status Hearing on September 25, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Petitioner, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated October 2, 2013, that governs the operation of the Petitioner's establishment.

**Meze, Inc.**  
**t/a Meze**  
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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Commissioner Brian Hart, on behalf of ANC 1C; and Denis James, on behalf of KCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C and KCA of this Petition.

Accordingly, it is this 23rd day of October, 2013, **ORDERED** that:

1. The Petition to Terminate the 2002 Voluntary Agreements filed by Meze, Inc., t/a Meze, is **GRANTED**;
2. The Protests of the ANC 1C and KCA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. This Settlement Agreement replaces the two 2002 Voluntary Agreements; and
5. Copies of this Order shall be sent to the Petitioner, ANC 1C, and KCA.

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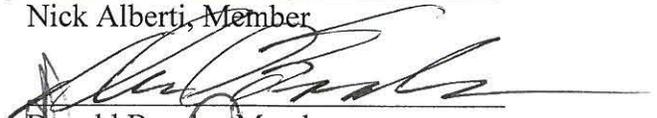
District of Columbia  
Alcoholic Beverage Control Board



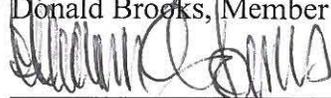
Ruthanne Miller, Chairperson



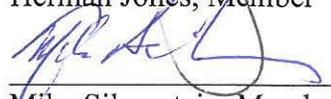
Nick Alberti, Member



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.

**NEW SETTLEMENT AGREEMENT CONCERNING  
LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

**THIS AGREEMENT**, made and entered into this 2<sup>ND</sup> day of OCTOBER, 2013, by and between Meze, Inc., t/a Meze, ("Applicant") Advisory Neighborhood Commission 1C ("ANC 1C"), and the Kalorama Citizens Association ("KCA"), (these comprise the parties) witnesses:

**WHEREAS**, Applicant is the holder of Retailer's License Class CR License No. 27662, used in connection with the restaurant business known as Meze located at 2437 18<sup>th</sup> Street, NW, Washington, DC;

**WHEREAS**, Applicant entered into a Voluntary Agreement Concerning Issuance of License for Sale of Alcoholic Beverages dated February 19, 2002 with ANC 1C (the "ANC Agreement") and entered into a similar agreement on May 15, 2002 with KCA (the "KCA Agreement");

**WHEREAS**, due to Applicant's request to amend or terminate the 2002 agreements the parties desire to enter into this new Settlement Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement hereinafter set forth, the parties agree as follows:

**1. Recitals**

The recitals mentioned above are incorporated herein by reference.

**2. Hours of Operation Inside and Sidewalk Café**

Sunday:	10:30 am-2:00 am
Monday- Thursday:	10:00 am -2:00 am
Friday:	11:00 am – 3:00 am
Saturday:	10:30 am – 3:00 am

Notwithstanding the foregoing, Applicant may operate and serve alcohol as provided under DC official Code §25-723(b), and §25-723(c), only as amended through the date of approval of this agreement, provided Applicant complies with any and all requirements for later hours than those stated above. Applicant shall not operate after 4 am on any of the permitted days for extended operation.

**3. Capacity**

A copy of the Applicant's Certificate of Occupancy is attached.

#### **4. Entertainment**

Live entertainment will end 15 minutes before closing each night of operation that it is featured. Applicant may charge a cover charge for entertainment up to 4 times per month.

#### **5. Noise**

a.) Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53, as amended).

b.) The windows of the premises shall be closed whenever live entertainment is being offered on the first floor of the premises. At all times, the Applicant shall manage the sound levels to insure that recorded music from inside is not heard on the west side of 18<sup>th</sup> Street, NW.

c) Music from inside will not be audible at surrounding residential housing areas, excluding any abutting residential properties directly facing 18<sup>th</sup> Street, NW

d) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

#### **6. Trash/garbage/recycling**

a) Applicant shall maintain regular trash/garbage removal service, and see that the trash and dumpster area remain clean. Dumpster and can covers shall fit properly and remain fully closed except when trash/garbage/recycling is being added or removed.

b) Applicant will recycle the following items as per DC Law 7-226: cardboard, glass and cans. Placement of bottles and cans in the outside recycling containers shall not take place between the hours of 11:00 pm and 8:00 am.

c) Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster

#### **7. Pub Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls" or "tours", or any other similar event. For the purposes of this agreement, "participate" means to agree beforehand to invite or welcome participants of such events to the restaurant, and to offer drink specials as advertised by the "crawl" organizers.

#### **8. Agreements Superseded.**

Upon acceptance and approval of this New Settlement Agreement by the Alcoholic Beverage Control Board (the "ABC Board"), the ANC 1C Agreement and the KCA Agreement shall be deemed superseded and shall have no further force and effect. For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first written above.

FOR APPLICANT: MEZE, INC.

By: [Signature] 9/29/13  
Suleyman Guner Date

FOR ANC 1C

By: [Signature] 10/2/2013  
Date  
J. Brian Hart, ANC 1C01 Commissioner  
Print Name & Title

FOR KCA

By: [Signature] 9-27-2013  
Date  
Denis James, President



District of Columbia Government  
 Department of Consumer and Regulatory Affairs  
 Building and Land Regulation Administration  
 P.O. Box 37200 — Washington, D.C. 20002-7200

190101

3/1/01  
 (date)

**CERTIFICATE OF OCCUPANCY**

Permission is hereby granted to MEZE, INC  
 to use suite(s) \_\_\_\_\_ on the 1st & 2nd FLRS floor(s)  
 of the building located on lot(s) 0045 square 2560  
 known as premises 2437 18th STREET, NW for the following  
 purpose(s) RESTAURANT/72-SEATS  
NOT SEXUALLY ORIENTED [ et ]

BZA # \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, ONLY for the premises or part thereof, and for the purpose(s) indicated above, and IS NOT TRANSFERABLE to another person or premises under ANY conditions. ANY CHANGE in the type of business, ownership of business, or part of premises used therefor, will render this Certificate VOID and a NEW Certificate must be obtained.

ZONE G-2-B FEE \$ 32.00  
 By C. FULLER  
WASHINGTON  
 Designee



GOVERNMENT  
 OF THE  
 DISTRICT OF COLUMBIA

ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION  
 ALCOHOLIC BEVERAGE CONTROL BOARD  
 941 North Capitol Street, NE, Suite 7200  
 Washington, DC 20002

ABRA 2006

LICENSE Retailer (R 01)