

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

In the Matter of:)	
)	
American Arab Communication & Translation Center, LLC)	
t/a Zenobia Lounge)	
)	
Applicant for a New)	Case No. 10-PRO-00120
Retailer's Class CR License)	License No. ABRA-085003
at premises)	Order No. 2010-567
1025 31 st Street, N.W.)	
Washington, D.C. 20007)	
)	

American Arab Communication & Translation Center, LLC, t/a Zenobia Lounge
("Applicant")

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E ("Protestant")

Jennifer Altemus, President, Citizens Association of Georgetown (CAG) ("Protestant")

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF
PROTESTS**

The official records of the Alcoholic Beverage Control Board (Board) reflect that American Arab Communication & Translation Center, LLC, t/a Zenobia Lounge ("Applicant"), filed an Application for a new Retailer's Class CR License located at 1025 31st Street, N.W., Washington D.C. The Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG; have entered into a Voluntary Agreement, dated October 27, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG; are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG of this Application.

Accordingly, it is this 17th day of November 2010, **ORDERED** that:

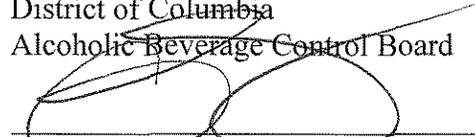
1. The Application filed by American Arab Communication & Translation Center, LLC, t/a Zenobia Lounge (“Applicant”), for a new Retailer’s Class CR license located at 1025 31st Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant’s establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

The last sentence in Section 2 shall be modified as follows: “No extension in opening or closing hours shall be made without review by the ABC Board under the established procedures for a substantial change in operation.”

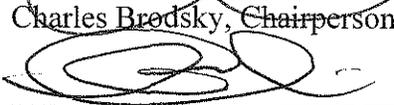
4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

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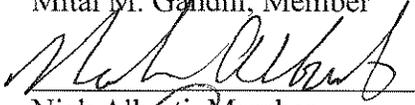
District of Columbia
Alcoholic Beverage Control Board



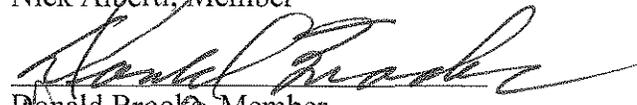
Charles Brodsky, Chairperson



Mital M. Gandhi, Member



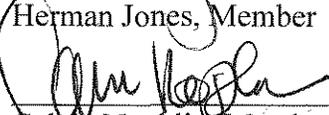
Nick Alberti, Member



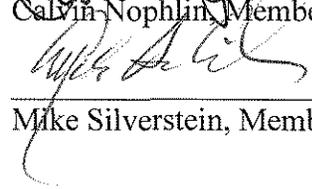
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between American Arab Communication & Translation Center, LLC, a District of Columbia limited liability company, t/a Zenobia Lounge (the "Applicant") also known as Zenobia, Advisory Neighborhood Commission 2E ("the ANC"), and The Citizens Association of Georgetown (CAG).

WHEREAS, on July 19, 2010, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for a Retailer's License, Class C ("the Application") to be used for that certain restaurant to be known as Zenobia Lounge, located at 1025 31st Street, N.W. ("Premises") and whereas the Applicant wishes to amend or make substantial changes to that application;

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, The Citizens Association of Georgetown represents the residents within the boundaries of Georgetown and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the historic fabric of Georgetown or adversely affect the health, safety, and quality of life in the community; and

WHEREAS, the Applicant is seeking written approval from the ANC of the Application; and

WHEREAS, the Applicant wishes no opposition to its application and an amendment to or substantial change thereto by CAG;

WHEREAS, in order to secure the ANC's written approval, Applicant has agreed to enter into this voluntary Agreement with the ANC commemorating certain understandings regarding the Applicant's operational plans; and

WHEREAS, in order to secure CAG's written waiver of opposition, the Applicant has agreed to enter into this voluntary Agreement with the CAG commemorating certain understandings regarding the Applicant's operational plans; and

NOW THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Occupancy and safety. The establishment will consist of an indoor area and a "patio" located at the rear of the establishment. The establishment shall have a maximum capacity of 99 persons inclusive of the "patio." There shall be a maximum occupancy of 50 within the primary premises. There shall be a maximum occupancy of 49 within the "patio". In no event should the occupancy exceed the number of seats on the certificate of occupancy for either of the two areas. These limits shall be prominently posted and shall not be exceeded. The Applicant shall ensure that a clear passageway is maintained at all times for the safe egress of occupants in case of fire or other emergency.
2. Hours of Operation The hours of operation shall be 10:00 a.m.-1:00 a.m. Sunday through Thursday, and 10:00 a.m.-2 a.m. Friday and Saturday except as follows. The Applicant may remain open until 2:00 a.m. on those days preceding a federal holiday if otherwise restricted by afore stated restrictions. The hours of operation for the outdoor seating shall be 10:00 a.m. - 10:00 p.m., Sunday through Thursday, 10:00 a.m. - 11:00 p.m., Friday and Saturday. except as follows. As the applicant's "patio" may be left open to the air or enclosed, if enclosed, the "patio's" hours of operation shall be those of the establishment. If the "patio" is left open, its

hours shall be those for outdoor space. No extension in opening or closing hours shall be made without review by the ANC, the Citizens Association of Georgetown (CAG) and ABC Board under the established procedures for a substantial change in operation.

3. Entertainment and Noise. The Applicant's application states and represents that there shall be no entertainment. It is further agreed by the Applicant in connection with that representation that there shall be no agreements with promoters, promotions or cover charges. The ANC and CAG agree that the Applicant may offer soft background recorded music conducive to a pleasant dining experience inside the premises and may apply for acoustic music within the enclosed premises for occasional special events in accordance with ABRA law and regulations. No amplified music is permitted in the patio area at any time. The Applicant shall not provide or permit any music, including recorded music, acoustic music or amplified music, in public space at any time. No sounds from inside the establishment, including music, shall be audible outside the establishment's enclosed premises.

4. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, ANC 2E shall notify the Applicant of any perceived violations and afford the Applicant at least seven (7) calendar days in which to address or rectify the perceived violation.

5. In consideration of, and in reliance upon, the foregoing agreements made by the Applicant, the ANC agrees that it shall provide Applicant with its written approval of the Application. Such approval and this Agreement shall become effective only upon the execution of all parties hereof; the delivery to the Applicant of the aforesaid written approval by ANC2E; and approval of this Agreement by the Board.

6. In consideration of, and in reliance upon, the foregoing agreements made by the Applicant, CAG agrees that it shall not object to or opposed the applicants application as amended or changed as long as such are within the scope of this agreement. This Agreement shall become effective only upon the execution of all parties hereof; the delivery to the Applicant of the aforesaid written commitment by the CAG; and approval of this Agreement by the Board.

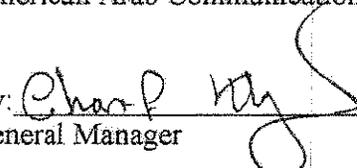
7. This written agreement constitutes the only agreement between the parties, superceding any prior agreement that may affect the license, and may be modified only by the written agreement of all of the parties.

IN WITNESS THEREOF, the parties have affixed hereunto their hands and seals on the year and the day indicated below their signature.

Executed this 27 day of 10, 2010.

APPLICANT

American Arab Communication & Translation Center, LLC t/a Zenobia Lounge

By: 
General Manager

ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: Ron Lewis
Ron Lewis, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

BY: Jennifer Altamus
Jennifer Altamus, President