

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

**In the Matter of:** )

2404, LLC )  
t/a Left Bank )

Application to Renew a )  
Retailer's Class "CR" License )  
at premises )

) License No. 72561  
) Case No. 60933-07/075P  
) Order No. 2008-195

2424 18<sup>th</sup> Street, N.W. )  
Washington, D.C. )

2404, LLC t/a Left Bank, Applicant

Bryan Weaver, Chair, Advisory Neighborhood Commission 1C; Denis James, President, Kalorama Citizens Association; Pamela Braden, Michael Franz and Dennis Lee, Protestants

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by 2404, LLC t/a Left Bank, (Applicant), to renew its Retailer's Class "CR" license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on June 27, 2007 in accordance with D.C. Official Code § 25-601 (2001). Bryan Weaver, Chair, Advisory Neighborhood Commission (ANC) 1C; Denis James, President, Kalorama Citizens Association (KCA); Pamela Braden, Michael Franz and Dennis Lee, filed timely opposition by letter (collectively, the Parties).

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated April 16, 2008, the Protestants have agreed to withdraw their protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

**2404, LLC**  
**t/a Left Bank**  
**License No. 72561**  
**Case No. 60933-07/075P**  
**Page Two**

Accordingly, it is this 7th day of May 2008, **ORDERED** that:

1. The protests of Bryan Weaver, Chair, Advisory Neighborhood Commission 1C; Denis James, President, Kalorama Citizens Association; Pamela Braden, Michael Franz and Dennis Lee are **WITHDRAWN**;
2. The Application filed by 2404, LLC t/a Left Bank, to renew its Retailer's Class "CR" license, at 2424 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Judy A. Moy, Member

  
Mital M. Gandhi, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**AMENDED AND RESTATED VOLUNTARY AGREEMENT  
CONCERNING ISSUANCE AND RENEWAL OF LICENSE FOR SALE OF  
ALCOHOLIC BEVERAGES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of 4-16, 2008, by and between 2404, LLC, Trading as Left Bank (the "Applicant"), and Advisory Neighborhood Commission 1C (the "ANC 1C"), Kalorama Citizens Association (the "KCA") and Pamela Braden, Michael Franz and Dennis Lee (collectively, referred to as the "Protestants"), (collectively, the "Parties"), witnesses:

WHEREAS, the original Agreement dated February 16, 2001 (the "Original Agreement") was between the previous applicant, Global Restaurants, Inc. trading as Cities, ANC 1C and the KCA, and concerned its application (#26134) with the District of Columbia Alcoholic Beverage Control Board (the "Board") for the renewal of a class "CR" License for the premises, then known as Cities, located at 2424 – 18<sup>th</sup> Street, N.W., Washington, D.C.,

WHEREAS, the terms of the Original Agreement continued to apply to the current Applicant when the license was transferred pursuant to D.C. Official Code § 25-446,

WHEREAS, the Parties agree that this Amended and Restated Voluntary Agreement (the "Amended Agreement") shall replace and supersede the Original Agreement and therefore the Original Agreement shall no longer be in effect upon execution of this Amended Agreement by all of the Parties and its approval by the Board,

WHEREAS, the Applicant's restaurant operation consists of the first floor (Unit C-1) of the condominium building at 2424 – 18<sup>th</sup> Street, N.W. (the "Premises"),

WHEREAS, Protestants, ANC 1C, KCA and Pamela Braden, Michael Franz and Dennis Lee, have filed before the Board timely protests opposing the granting of Applicant's renewal of license # 72561, pursuant to D.C. Official Code §§ 25-601(4), -601(3) and -601(2), respectively,

WHEREAS, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into an amended and restated voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this Amended Agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that such Amended Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Amended Agreement,

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours: The closing hours of operation shall be: Sunday through Thursday, 2 AM; Friday and Saturday, 3 AM.

Roof:	N/A
Patio:	N/A

3. Seating: Seating capacity will be as provided by its Occupancy Permit; 176 on the first floor.
4. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of the District of Columbia law and regulations, including but not limited to:

(a). 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 D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53, as amended) Title 20, DCMR Chapters 27 and 28, as amended.

(b). Applicant will close the windows of the Premises when amplified sound is being emitted. Street level doors will be closed at any time that amplified sound is being emitted, except when persons are in the act of using the door for ingress or egress from the Premises.

(c). Applicant agrees not to place outside any loudspeaker, tape player, CD player, television or other mechanical source of sound or noise, or to place any inside speaker in such a way that it projects sound into the public space sidewalk.

(d). Applicant agrees to use limiters (or other similar types of devices) on its sound system such that an employee, DJ or other person cannot turn up the sound level such that the sound level within any of the Residential Units (consisting of units R-1, R-2, R-3 and R-4 of the condominium building at 2424 18<sup>th</sup> Street, N.W.) is greater than 45 dB in any one-third octave band having a center frequency between 63 hertz and 500 hertz inclusive (American National Standards Institute ("ANSI") bands number 18 through 27, inclusive), in accordance with ANSI standard S1.6-1984.

5. Trash/garbage/rodents.

(a). Applicant shall store its trash in the first floor common area trash room of the building and bring trash out to the alley no earlier than 6:30 a.m. on the day of collection and shall return trash containers to the trash room no later than 6:30 p.m. that same

collection day. Applicant shall maintain the trash room and keep it clean and orderly. Applicant shall maintain regular trash/garbage removal service with frequency to ensure that trash containers never overflow, regularly remove trash from the outside trash container area, and see that the outside trash container area remains clean by regular sweeping and hosing down the area as weather permits. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed consistent with the requirements of DCMR, Title 21, Chapter 7. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

(b). Applicant agrees to segregate bottles (and recycle bottles, cans, and cardboard in accordance with D.C. Law 7-226) from trash and agrees there will be no loud dumping of bottles, or pickup of the recycling and trash from the dumpsters/cans in the alley behind the restaurant between the hours of 10:00 p.m. and 6:30 a.m. seven days a week. Applicant agrees to hold trash and recycling inside overnight, starting at 10:00 p.m. to reduce the potential for noise disturbance in the alley. No trash, waste or recycling will be ever left on the ground.

(c). Applicant will provide for proper removal and recycling of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

6. Exterior including public space.

(a). Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the Premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b). Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space in the Adams Morgan area pursuant to Section 1008 of DCMR, Title 24.

7. Valet Parking. Applicant agrees to operate its valet parking service in such a manner as to prevent the impeding of the free flow of vehicular traffic on 18<sup>th</sup> Street, N.W., in compliance with D.C. law.

8. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

9. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents, including those of the Residential Units, at all times. Applicant

will encourage employees leaving the establishment to keep conversations and noise down from 11 PM to 7 AM.

10. Modification. This Amended Agreement can be modified by mutual agreement of all the parties with the approval of the ABC Board. The parties shall use all reasonable effort to come to a mutual agreement. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement prior to implementing the changes, Applicant shall receive written agreement from ANC 1C after a majority of the commissioners shall have voted in favor of the changes at a full public hearing. In the event the parties cannot voluntarily agree, the Licensee shall have the right to request approval of the ABC Board to its proposed change.

11. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations, including the Bylaws of the 2424 18<sup>th</sup> Street Condominium.

12. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Amended Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Amended Agreement.

13. Counterparts. This Amended Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Binding Effect. This Amended Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

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

APPLICANT:

2404, LLC

By:

  
Bekir Gunes

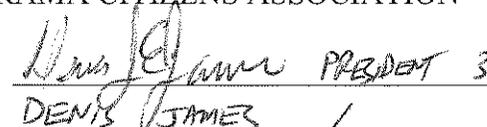
PROTESTANTS:

ADVISORY NEIGHBORHOOD  
COMMISSION 1C

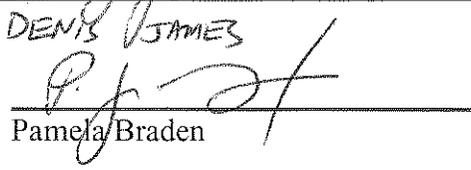
By:

  
M. Mindy Moeht, Chair ABCA Public Safety Committee

By:

  
DENIS JAMES PRESIDENT 3.5.2008

By:

  
Pamela Braden

By: Michael Franz  
Michael Franz

By: Dennis Lee  
Dennis Lee

332515v1