

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

In the Matter of:

RS of Washington D.C., LLC
t/a Zengo

Application for Renewal of a
Retailer's Class CR License

at premises
781 7th Street, N.W.
Washington, D.C. 20001

Case No. 13-PRO-00067
License No. ABRA-073795
Order No. 2013-517

RS of Washington D.C., LLC, t/a Zengo (Applicant)

Kevin Wilsey, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2C

Mital M. Gandhi, 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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF
PROTESTS OF ANC 2C AND A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by RS of Washington D.C., LLC, t/a Zengo, for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 10, 2013, and a Protest Status Hearing on September 11, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2C, and A Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated October 4, 2013, that governs 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 Kevin Wilsey, on behalf of ANC 2C; and Mital M. Gandhi, 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 2C and the Group of Five or More Individuals.

Accordingly, it is this 6th day of November, 2013, **ORDERED** that:

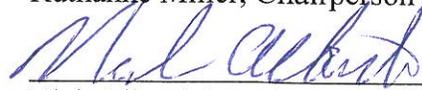
1. The Application filed by RS of Washington D.C., LLC, t/a Zengo, for renewal of its Retailer's Class CR License, located at 781 7th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2C and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 2C, and Mital M. Gandhi, on behalf of the Group of Five or More Individuals.

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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

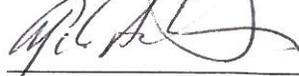


Nick Alberti, Member

Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made and entered into this ___ day of _____, 2013 by and between R.S. of Washington, DC, LLC t/a Zengo ("Applicant") and a group of five or more individual protestants who reside at the Residences at Gallery Place ("the Residences") and Advisory Neighborhood Commission 2C ("ANC 2C"). ANC 2C and the Residences are sometimes jointly referred to as (the "Protestants")

RECITALS

WHEREAS, the Applicant has filed an application for a renewal of its Retailer's License Class C restaurant with the District of Columbia Alcoholic Beverage Control Board (the "Board"); and

WHEREAS, the premises is within the boundaries of ANC 2C and abuts the Residences;

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Applicant's operation to address the concerns raised by the Protestants;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Noise Restriction Measures. To mitigate sound from the Premises, the 2 subwoofers on the first floor will always be placed on acoustic speaker matting with a non-vibrating foam base that isolates vibrations coming from the subwoofer. Applicant and representatives of Protestants met to conduct sound checks for the purposes of establishing acceptable volume levels. On the establishment's existing sound board, Applicant shall maintain the master level at no higher than Seventy Percent (70%) of full capacity (roughly "2" o'clock" on the master level knob, as depicted in the photograph attached hereto and incorporated herein by reference as Exhibit A.) Applicant shall maintain the Trim, Hi and Mid sound levels at no more than the 5th tab from the lowest setting as reflected on Exhibit B attached hereto and incorporated by reference herein. The "Low" setting shall be set at no more than the 3rd tab from the lowest setting and the level on the subwoofer shall be maintained at a level no higher than Negative 24 (-24) DB (as reflected on the dial depicted on Exhibit B and G attached hereto and incorporated herein by reference). There shall be no music played on the outside of the restaurant.

In the event Applicant shall change its sound board, the speakers or location of speakers on the Premises, or any other equipment that would affect the levels agreed to by the parties and stated in this Agreement, the parties shall work together, in good faith, to establish new acceptable volume levels to all parties of this agreement and shall jointly file a statement with the Alcoholic

Beverage Control Board amending the volume levels set forth in this Agreement. A list of all current sound equipment and its placement is attached as Exhibit D.

3. Valet Parking. If Applicant offers valet parking, Applicant shall ensure that any valet parking stand, personnel, equipment or any associated peripheral equipment including umbrellas are Not located in front of the entrance to the Gallery Place Condominium building, 777 7th Street, NW, as depicted on Exhibit E, attached.

4. Modification. This Agreement may only be modified by the mutual agreement of the signatories hereto, or as otherwise provided by the Alcoholic Beverage Control statute.

5. Counterparts. This 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.

6. Withdrawal of Protest. Protestant agree to the renewal of the license and withdrawal of their Protests provided that the present Settlement Agreement is incorporated into the Board's order granting the license, which order is thereby conditioned upon compliance with such Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

[Signature page to follow]

APPLICANT:

R.S. of WASHINGTON, DC, LLC

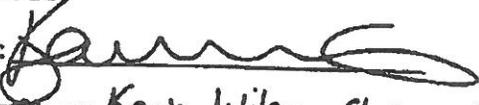
By: _____

Print Name: _____

Date Signed: _____

PROTESTANTS:

ANC 2C

By: 

Print Name: Kevin Wilsey, Chairman 2C

Date Signed: 9-18-13

EXHIBIT A

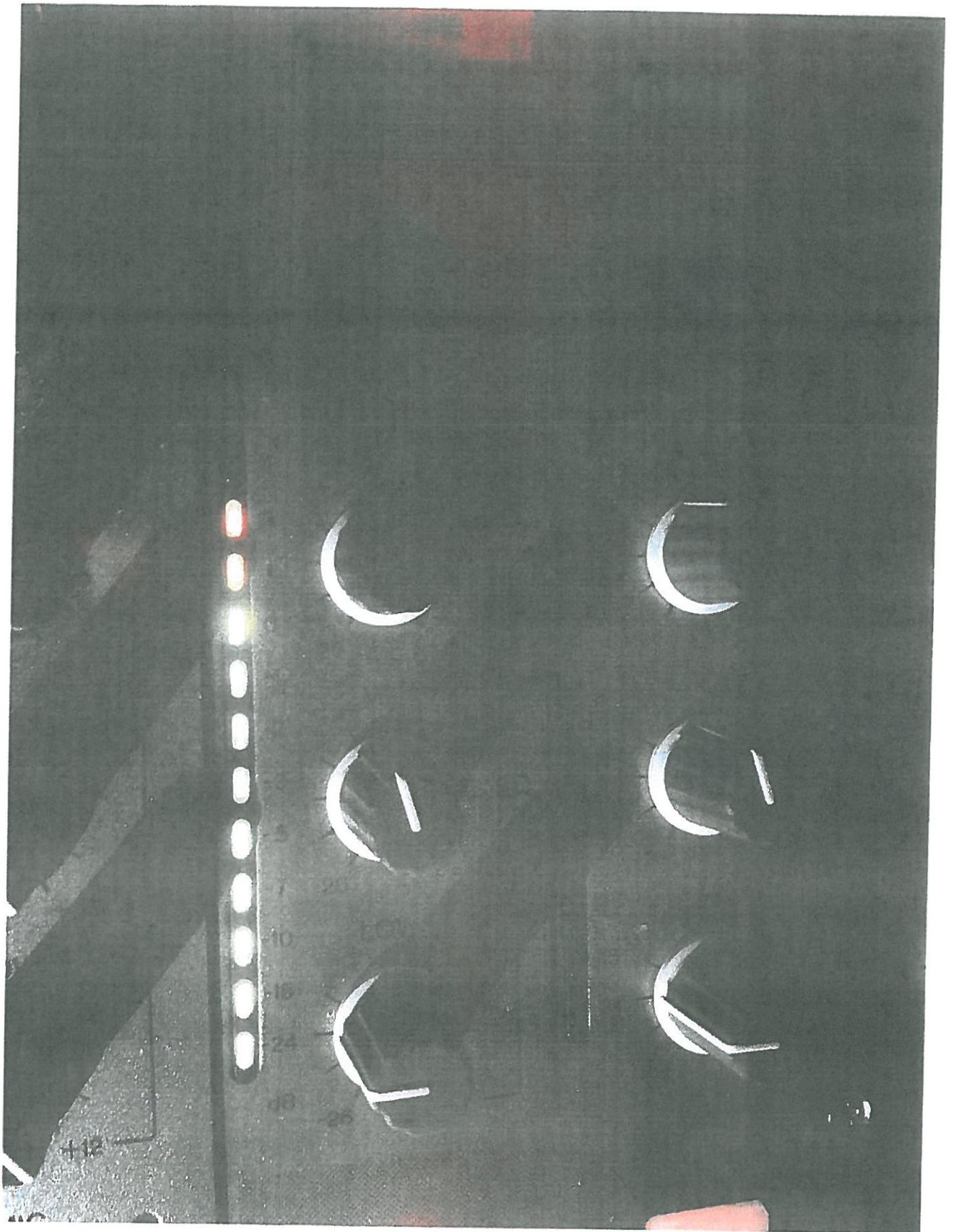


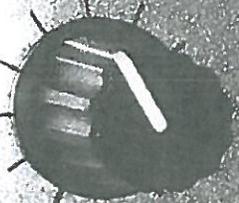
EXHIBIT B

CB

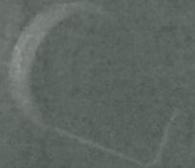


TRIM

OVER

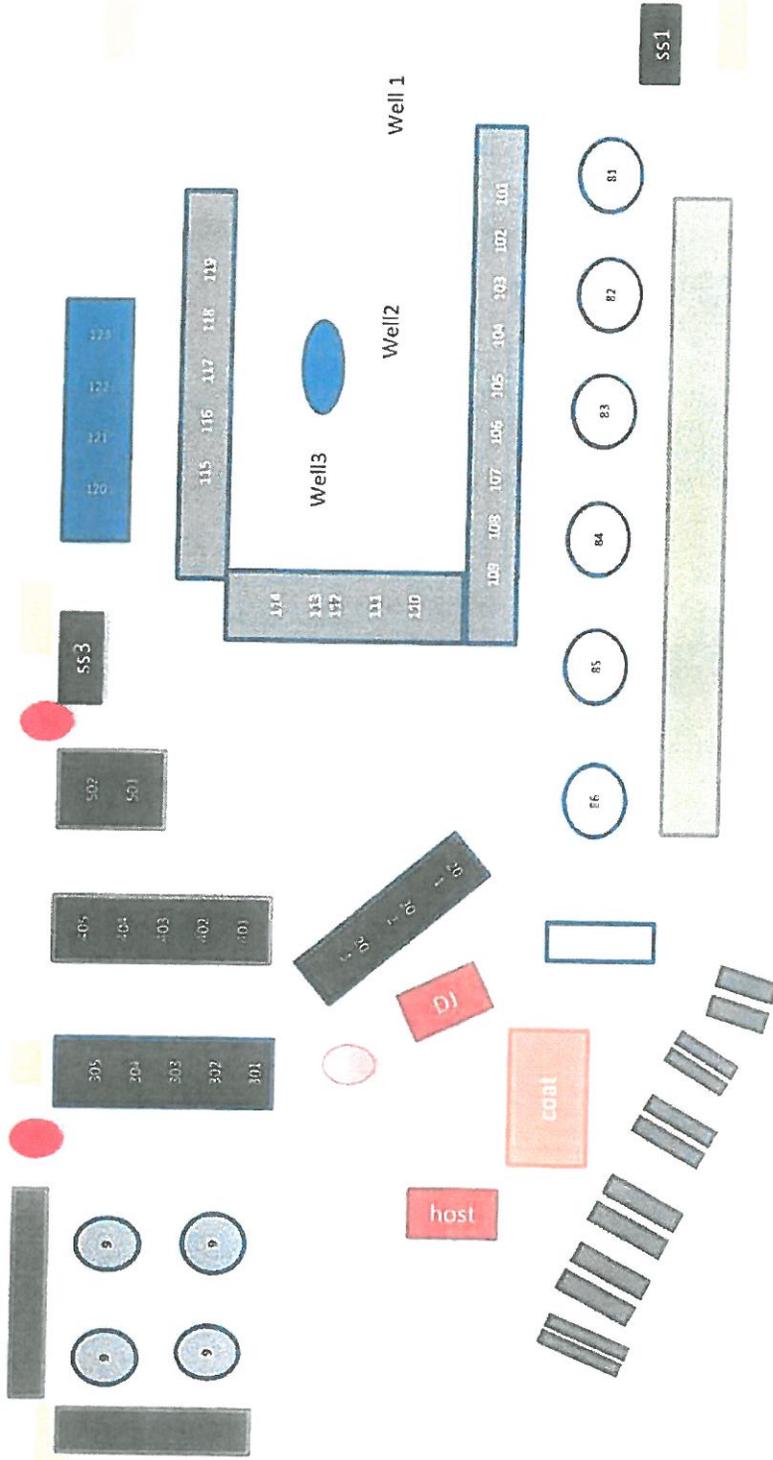


CB

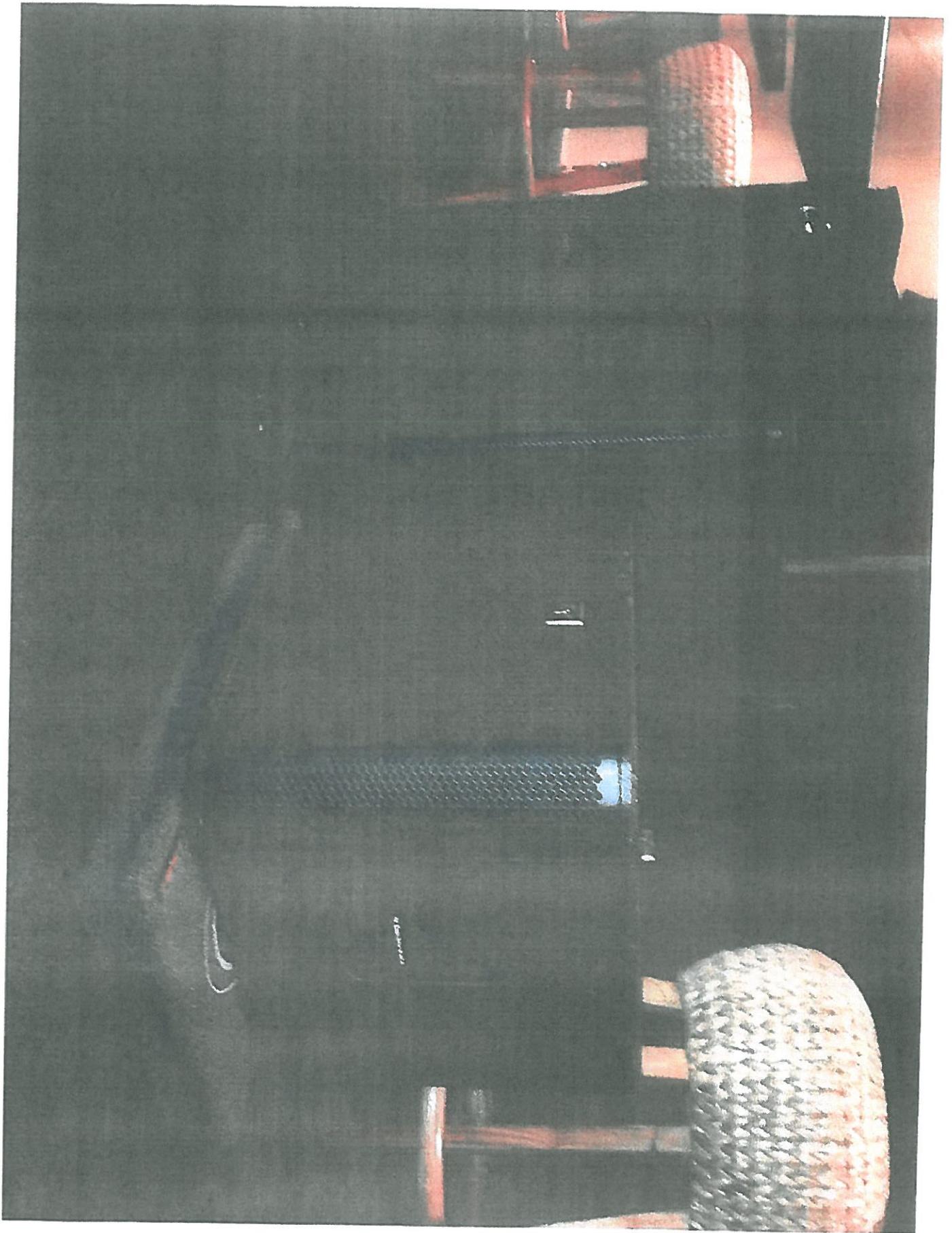


Current Sound Equipment

- Sound Processor
DBX 641 Drive Rack
6 * 4 Zone
Quantity 1
- Speakers (Tops) (Passive)
Electro Voice
ZX1i 100
8 inch
2 Way Mid High
8 Ohms - 200 Watts
Quantity 6
- Speakers (Subs) (Active)
Electro Voice
ZXA 1
12 inch
700 watts
Quantity 2
- Amplifier
Crown Audio
XTi 2002
275 watts @ 8 Ohms
Quantity 1
- Dj Equipment
- Pioneer
Cdj 900
Quantity 2
- Mixer
Pioneer
DJM 700



in yellow you will find all the speakers that are attached to ceiling.
 in red you will find the bass that sits on the floor.



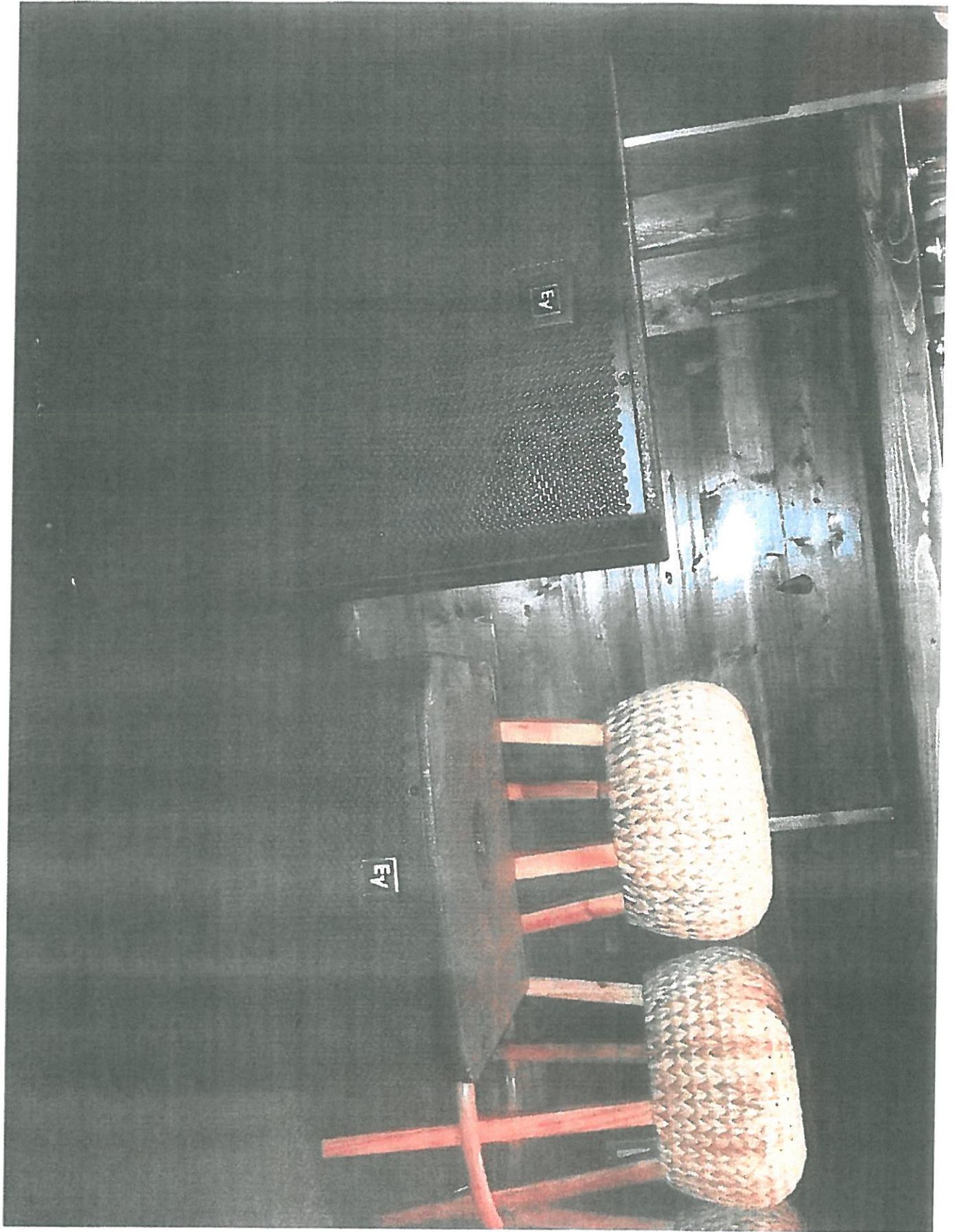


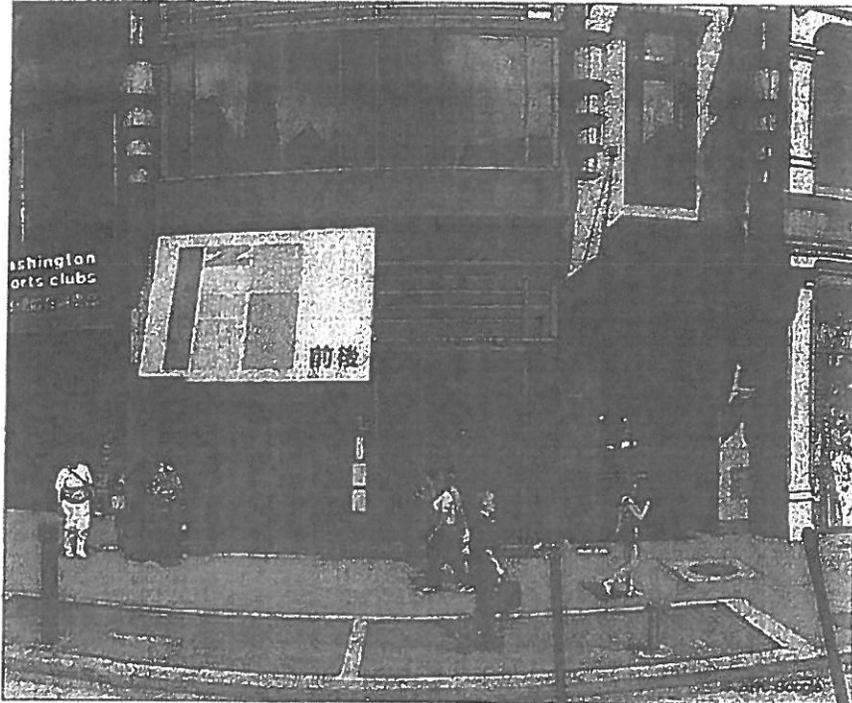
EXHIBIT E

Google

A. Zengo

781 7th St NW, Washington, DC
(202) 393-2929

4.1 ★★★★★ 490 reviews \$\$



No
Valet

APPLICANT:

R.S. of WASHINGTON DC, LLC

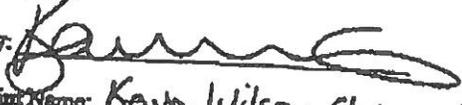
By: 

Print Name: RICHARD SANDOUAK

Date Signed: 10/1/13

PROTESTANTS:

ANC 2C

By: 

Print Name: Kevin Wilsey, Chairman 2C

Date Signed: 9-10-13

**GROUP OF FIVE
RESIDENCES AT GALLERY PLACE**

By: 

Print Name: MITAZ M. CANDI

Date Signed: 10/2/13