

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

M Street Public House, LLC
t/a DuPont Public House

Applicant for a New
Retailer's Class CT License

at premises
1825 M Street, NW
Washington, DC 20036

Case No.: 26-PRO-00040
License No.: ABRA-135186
Order No.: 2026-504

M Street Public House, LLC, t/a DuPont Public House, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Alex Marshall, Designated Representative, on behalf of Advisory Neighborhood Commission (ANC) 2B, Protestant

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Ryan Jones, Member
David Meadows, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2B'S PROTEST**

The Application filed by M Street Public House, LLC, t/a DuPont Public House (Applicant), for a New Retailer's Class CT License, was Protested by ANC 2B.

The official records of the Board reflect that the Applicant and ANC 2B have entered into a Settlement Agreement (Agreement), dated May 9, 2026, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Designated Representative Alex Marshall, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 13th day of May 2026, **ORDERED** that:

1. The Application filed by M Street Public House, LLC, t/a DuPont Public House, for a New Retailer's Class CT License, located at 1825 M Street, NW, Washington, DC, is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDoc.com

Key: ac43cb06b0d5f094b730093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-B, Washington, D.C. 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

In addition to filing a Motion for Reconsideration, pursuant to § 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, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for

Reconsideration 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) (2004).

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

ALCOHOLIC BEVERAGE SETTLEMENT AGREEMENT

Between

M Street Public House, LLC t/a DuPont Public House (“Licensee”) (ABRA-135186)

&

Advisory Neighborhood Commission 2B (“ANC”) (“Protestant”)

INTRODUCTION

The above-named parties agree to enter into a settlement agreement in accordance with Title 25 of the D.C. Official Code and Title 23 of the D.C. Municipal Regulations on this 4th day of May, 2026. The parties agree to abide by the following once approved by the Alcoholic Beverage and Cannabis Board (“Board”):

RECITALS

1. Licensee has applied for a New Retailer’s Class “C” Tavern License No. ABRA-135186 (“License”) with an Entertainment Endorsement and Alcohol Carry-out and Delivery Endorsement for a business establishment (“Establishment”) located at 1825 M Street, N.W., Washington, D.C. 20036 (“Premises”) and filed the Application with the Alcoholic Beverage and Cannabis Administration (“ABCA”); and,
2. Licensee desires to cooperate with the ANC to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
3. In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Licensee has applied to operate a Retailer’s Class “C” Tavern with indoor seating for 80, a Sidewalk Café with seating for 16, and a Total

Occupancy Load of 200. Any change from this model may require prior approval by the Board.

Hours

3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises.
 - a. The operating hours of the inside premises and Sidewalk Café shall not exceed:
 - i. Sunday through Thursday: 7:00 A.M. – 2:00 A.M.
 - ii. Friday and Saturday: 7:00 A.M. – 3:00 A.M.
4. Hours of Alcoholic Beverage Sales, Service, and Consumption.
 - a. Alcoholic beverage sales, service, and consumption hours shall not exceed:
 - i. Sunday: 7:00 A.M. – 2:00 A.M.
 - ii. Monday through Thursday: 11:00 A.M. – 2:00 A.M.
 - iii. Friday and Saturday: 7:00 A.M. – 3:00 A.M.
5. Hours of Live Entertainment. It is understood that Live Entertainment may be provided indoors only during the following hours:
 - a. The hours of live entertainment shall not exceed:
 - i. Sunday through Thursday: 6:00 P.M. – 2:00 A.M.
 - ii. Friday and Saturday: 6:00 P.M. – 3:00 A.M.
6. Hours of Alcoholic Beverage Carry-Out and Delivery.
 - a. Alcoholic beverage carry-out and delivery hours shall not exceed:
 - i. Monday through Thursday: 11:00 A.M. – 1:00 A.M.
 - ii. Friday through Sunday: 7:00 A.M. – 1:00 A.M.
7. Legal Change in Hours. It is understood that if the District of Columbia, the Board, or ABCA, after the date the Board approves this agreement, change the legal hours in which an alcoholic beverage retailer may operate, whether permanently or for temporary occasions (e.g., holidays, special events), the Licensee may, upon application for a substantial change or as otherwise required, modify the hours beyond the time listed in this agreement.

Operating Standards

8. Noise. In order to avoid noise nuisances, the Licensee agrees to comply with the following:
 - a. No amplified sounds or music shall be audible inside any residence or dwelling unit at any time during the Licensee's hours of operation.
 - b. The Licensee shall not place loudspeakers on or along any wall shared with a residence and shall direct speakers away from all doors, windows, and other openings leading to the exterior of the Establishment, and any wall shared with a residence.
 - c. No live entertainment or amplified sound of any kind shall be permitted on or directed toward the exterior of the Establishment including any outdoor area or the roof, with the exception of the Sidewalk Café, which may have pre-recorded amplified music provided the music does not violate other sections of this agreement, in particular 8(a).
 - d. Regular ingress and egress from the Establishment shall only be through the entrance on M Street, N.W. The alley entrance shall not be used as a public entrance or exit.
9. No Outdoor Live Entertainment. The Entertainment Endorsement is limited to the interior of the Premises only. The Licensee shall not permit live entertainment of any kind, including but not limited to live music, DJs, bands, performers, or amplified acts, to be conducted, broadcast, or directed in or toward any outdoor area, including the Sidewalk Café, any exterior wall, patio, or roof of the Establishment.
10. Loitering and Patron Queuing. The Licensee shall post clear signage at any alley-facing door indicating that it is not a public entrance or exit and that loitering is prohibited.
11. Public Space, Trash, and Litter. Licensee shall handle trash, recycling, and cleanliness of its public space in accordance with District law.
 - a. Trash and recycling pick up shall not occur earlier than 7:00 a.m. on weekdays, 9:00 a.m. on Saturdays, or 11:00 a.m. on Sundays; or after 5:00 p.m. on any day.
 - b. The Licensee shall have the sidewalk in front of the establishment (up to and including the curb) cleared of snow and ice in accordance with District of Columbia law.

12. Patrons. Licensee will post signage instructing patrons to be mindful of nearby residences when leaving the establishment.
13. Parking, Traffic Control, Delivery Driver Queueing. Licensee's staff, delivery and pickup drivers, and couriers hired or contracted by the Licensee shall be directed to only park or queue in legal, designated public spaces, or private spaces reserved for the Licensee's use.

Additional Terms

14. Contact Information. The Establishment's website will provide a point of contact to which any comments or complaints about the operation of the establishment may be addressed.
15. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage and Cannabis Administration inspectors immediately upon request.
16. Compliance with ABCA Regulations. Licensee shall abide by all applicable ABCA regulations.
17. License Ownership. The Licensee shall only transfer or sell the license to any other entity in accordance with the applicable laws and regulations. The Licensee agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Licensee.
19. 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.
20. **Notice and Opportunity to Cure**. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order, and quiet). If the breach is not cured within the notice

period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure should constitute cause for the ANC to file a complaint in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via email or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

CONTACT INFORMATION FOR THE PARTIES TO THIS AGREEMENT:

If to the Establishment:

Thomas Henry
M Street Public House
1825 M Street, N.W.
Washington, DC 20036
(202)-247-6304
trexhenry@gmail.com

If to ANC 2B:

Attn: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
2b@anc.dc.gov

CC: Commissioner, 2B05
9 Dupont Circle NW
Washington, DC 20036
2b05@anc.dc.gov

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

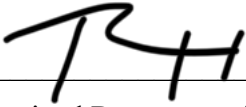
SIGNATURES

M STREET PUBLIC HOUSE, LLC

ADVISORY NEIGHBORHOOD

ANC 2B Alcoholic Beverage Settlement Agreement
DuPont Public House
May 4, 2026
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t/a DUPONT PUBLIC HOUSE

By: 
Authorized Representative

Thomas Rex Henry

Print Name

5/9/2026

Date

COMMISSION 2B

By: 
ANC Representative

Alex Marshall

Print Name

5/4/2026

Date