

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

IN THE MATTER OF

**A SETTLEMENT AGREEMENT PETITION
SUBMITTED BY**

**354 Restaurant, LLC
t/a 354 Restaurant**

Case No. N/A
ABRA License No. ABRA-136779
Retailer's Class CR License
Board Order No. 2026-709

BEFORE:

DONOVAN ANDERSON, *Chairperson*
SILAS GRANT, JR., *Board Member*
TERI JANINE QUINN, *Board Member*
RYAN JONES, *Board Member*
DAVID MEADOWS, *Board Member*
JAMES TURNER, *Board Member*

PARTIES:

354 Restaurant, LLC, t/a 354 Restaurant, at premises 1301 U Street,
NW, Washington, DC 20009, *Licensee*

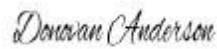
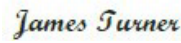
Miguel Trindade-Deramo, *Chairperson, Advisory Neighborhood
Commission 1B, Petitioner*

ORDER APPROVING SETTLEMENT AGREEMENT

The parties listed above have entered into a Settlement Agreement that governs the operation of the Licensee's establishment pursuant to D.C. Official Code § 25-446. This agreement has been reduced to writing and duly submitted to the Alcoholic Beverage and Cannabis Board (Board) for review. The Board, having reviewed the agreement, deems it appropriate for approval and for attachment to the license as a binding Agreement. Therefore, the Board, on this 16th day of September 2026, hereby **ORDERS** the following:

1. The Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of the Licensee's license in accordance with D.C. Official Code § 25-446.
2. The Settlement Agreement has been attached to this Order and the terms and conditions contained therein are binding on the Licensee.
3. The parties are advised that violations of the Settlement Agreement may be enforceable and that the failure to comply with its terms may be considered during the renewal of the license.
4. The Settlement Agreement may be amended, modified or replaced by the mutual agreement of the parties upon submission of a new written agreement to the Board upon approval by the Board. The license holder may apply for termination of the agreement pursuant to D.C. Official Code § 25-446.

The ABCA shall deliver a copy of this order to the Parties.

OFFICIAL VOTE ON THE ORDER OF THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD		
Board Members	Decision	Signature
DONOVAN ANDERSON, <i>Chairperson</i>	Approve	
SILAS GRANT, JR.	Approve	
TERI JANINE QUINNE	Approve	
RYAN JONES	Approve	
DAVID MEADOWS	Approve	
JAMES TURNER	Approve	
Concurrences or Dissents: N/A		

NOTICE

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within 10 days of service of this Order. The opposing party may file a response within 7 days. If a response is filed, the movant may file a reply within 3 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 NE, Suite 4200-B, Washington, DC 20002, or by email to abca.legal@dc.gov. The failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in the initial motion for reconsideration may result in the waiver of those matters being considered. Further, multiple and repetitive motions may be summarily denied or not considered. 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 NW, Washington, DC 20001.

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). 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).

ANC 1B

Settlement Agreement between Advisory Neighborhood Commission 1B and "354 Restaurant LLC"

THIS AGREEMENT, made and entered into this day of September 3rd, by and between 354 Restaurant LLC, "354 Restaurant", ("Applicant") and ANC 1B ("ANC").

RECITALS

WHEREAS, Applicant has filed a new application for a Retailer's Class "C" Restaurant ("License") for a business Establishment located at 1301 U Street NW ("Establishment")

WHEREAS, in recognition of the Alcoholic Beverage & Cannabis Administration ("Board")'s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this Agreement as a formal condition of its new application, and (2) ANC submits a letter of support for a Stipulated License and will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant's compliance with its terms; and

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

1. Nature of the Establishment:

- The Applicant will operate and manage a Class "C" Restaurant or other license issued by the Board in accordance with the terms and conditions of that license.
- Applicant shall have a Summer Garden with 60 seats, and a total interior and Summer Garden occupancy load of 290

2. Hours: Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

a. HOURS OF OPERATION AND HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND CONSUMPTION INSIDE PREMISES

- Sunday: 10am – 12am
- Monday through Thursday: 11am – 12am
- Friday: 11am – 1am
- Saturday: 10am – 1am

b. HOURS OF OPERATION FOR THE OUTDOOR SUMMER GARDEN

- Sunday: 10am – 11pm
- Monday through Thursday: 11am – 11pm
- Friday: 11am – 12am
- Saturday: 10am – 12am

c. HOURS OF ALCOHOLIC SALES, SERVICE AND CONSUMPTION FOR THE OUTSIDE SUMMER GARDEN

- Sunday: 10am – 11pm
- Monday through Friday: 11am – 11pm
- Saturday: 10am – 11pm

d. HOURS OF ALCOHOLIC BEVERAGE CARRY-OUT AND DELIVERY

- Sunday – Saturday: 11am – 10pm

- e. However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am

3. Noise:

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725, including, but not limited to, making reasonable architectural modifications to the Establishment like enclosing the summer garden, making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures
- c. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- d. Applicant will ensure their front door shall remain closed (not propped open), other than for ingress and egress, after 10:00 p.m. daily.

ANC 1B

- e. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC shall be given this number to distribute to the neighboring residents. That number shall be included with the signatures on this settlement agreement.
- f. Applicant shall be allowed to have music playing on the Summer garden until 11pm every night but ensure that music played is at an ambient sound level such that conversation is easily able to be heard. One hour may be added on the holiday nights recognized by law, the DCMR and the ABCA Board.

4. Trash and Rodents:

- a. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition.
- b. Applicant shall ensure that there is trash and recycling collection a minimum of 3 times per week.
- c. Applicant shall work with building management and a licensed exterminator at least once per quarter to maintain recommended pest control measures and show documentation upon request.
- d. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- e. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.

5. Public Space, Security & Queuing:

- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
- b. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- c. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for providing security or maintaining control over the establishment's existing security personnel.

ANC 1B

6. Parking and Transportation

- a. Applicant shall encourage employees, vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- b. Applicant shall notify patrons, on the Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.

7. Compliance with Regulations: Applicant shall comply with regulations of the Board (ABRA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

8. Binding Effect: This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage & Cannabis Administration (ABCA) inspectors upon request.

10. Notices.

- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

Advisory Neighborhood Commission 1B
PO Box 26100
Washington, DC 20001
1b@anc.dc.gov

If to Applicant:
354 Restaurant
1301 U Street NW
Attn: Jason Minn
Jminn7399@yahoo.com
571-236-8233 (m)

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Restaurant ABC license.

ANC 1B

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

ANC:

Advisory Neighborhood Commission (ABCR Chair)

Stephen Hanrahan

box SIGN 1J733QQR-4WX7J5YP

Stephen Hanrahan

Date Signed: Sep 9, 2026

Miguel Trindade-Deramo

box SIGN 1J5Y6L73-4WX7J5YP

Miguel Trindade-Deramo, Chair, ANC 1B

Date Signed: Sep 10, 2026

APPLICANT:

354 Restaurant

Date Signed: Sep. 2. 2026

[Signature]