

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

In the Matter of:

Tango Pastry, LLC
t/a Tango Pastry Kitchen & Bar

Applicant for a New
Retailer's Class DR License

at premises
408 H Street, NE
Washington, DC 20002

Case No.: 26-PRO-00023
License No.: ABRA-134324
Order No.: 2026-290

Tango Pastry, LLC, t/a Tango Pastry Kitchen & Bar, Applicant

Michael Upright, Designated Representative, on behalf of Advisory Neighborhood Commission (ANC) 6C, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by Tango Pastry, LLC, t/a Tango Pastry Kitchen & Bar (Applicant), for a New Retailer's Class DR License, was Protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C have entered into a Settlement Agreement (Agreement), dated March 13, 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 Michael Upright, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 25th day of March 2026, **ORDERED** that:

1. The Application filed by Tango Pastry, LLC, t/a Tango Pastry Kitchen & Bar, for a New Retailer's Class DR License, located at 408 H Street, NE, Washington, DC, is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Section 1 (Nature of Business) – The first sentence shall be modified to read as follows: “Applicant will operate and manage a Class D license or other license issued by the Board in accordance with the terms and conditions of that license.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocu.com
Donovan Anderson
Key: ac43cb06b0d5f094b730093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

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).

SETTLEMENT AGREEMENT
Advisory Neighborhood Commission 6C
Tango Pastry LLC (DBA: Tango Pastry Kitchen & Bar)

Prefatory language

This agreement is made and entered into this 13th day of March, 2026 by and between Tango Pastry, LLC doing business as Tango Pastry Kitchen & Bar (“Applicant”) and Advisory Neighborhood Commission 6C (“Protestant”).

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) for a new Class D license (ABRA-134324) (“License”) for premises 408 H Street, N.E., Washington, DC, and

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant’s concerns and Protestant will agree to the issuance of the License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

Body of agreement

1. **Nature of Business:** Applicant will operate at all times as a *bona fide* Class D licensee under District law. Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions.

These restrictions on promoters and promotions will not preclude the Applicant from hosting wine or beer tastings sponsored by third-party vendors, so long as these tastings accompany, and do not replace, normal food and beverage service provided by the Applicant.

Applicant shall not provide live entertainment (including, but not limited to, live music, DJs, and dancing) or charge a cover/entry fee.

Applicant shall not install or operate game-of-skill devices or sports-wagering devices or kiosks.

2. **Hours of Inside Operation and Service:** The hours of operation inside the premises shall be 8:00 a.m.–5:00 p.m. Wednesday through Sunday and 8:00 a.m.–3:00 p.m.

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Tuesday. The premises shall be closed on Monday. The hours of alcoholic beverage sales, service, and consumption inside the premises shall be 8:00 a.m.–5:00 p.m. Wednesday through Sunday and 8:00 a.m.–3:00 p.m. Tuesday. No alcoholic beverage sales, service, or consumption on Monday.

3. **Last Call:** For purposes of reducing late night noise in the neighborhood and to encourage an orderly and sober departure from the establishment, Applicant will make a Last Call announcement [30 minutes] before the end of the permitted hours of service and consumption to inform patrons of their last opportunity to buy alcoholic beverages. Alcoholic beverages purchased prior to Last Call may be consumed until the end of the Licensee's hours of operation.
4. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 7:00 a.m. and 5:00 p.m. Monday through Friday. Vehicles making deliveries shall not idle their engines except as necessary to operate refrigeration equipment.

At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on H St. NE nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley.

5. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
 - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
 - b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 10:00 p.m.

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6. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
7. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours 7:00 a.m.–5:00 p.m. Monday through Friday.
8. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
9. **Rear Yard and Alley Gate:** The alley gate to Applicant's rear yard shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.
10. **Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises within three (3) daylight hours after snowfall ends.
11. **Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
12. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

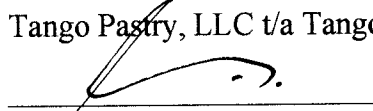
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Signature block

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 13th day of March, 2026.

Tango Pastry, LLC t/a Tango Pastry Kitchen & Bar



By: Catriel Hernandez
3/13/2026

Advisory Neighborhood Commission 6C



Michael Upright
Designated ANC6C Representative
(as designated ANC 6C representative)

Re: ABRA-134324

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