

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

In the Matter of:

Eat at Crème, LLC,
t/a The Lobby

Application to Renew a
Retailer's Class CT License

at premises
1660 33rd Street NW
Washington, DC 20007

)
)
)
) Case No.: 25-PRO-00120
) License No.: ABRA-128670
) Order No.: 2026-698

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

PARTIES: Eat at Crème, LLC, t/a The Lobby, Applicant

Rassam Rad, Designated Representative, on behalf of the Applicant

Christopher Mathews, Advisory Neighborhood Commission (ANC) 2E,
Chair, Protestant

Karen Cruse, Designated Representative, on behalf of Citizens Association
of Georgetown (CAG), Protestant

Micheline Klagsbrun, Abutting Property Owner, Protestant

Dawn Crafton, Abutting Property Owner, Protestant

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

INTRODUCTION

The Alcoholic Beverage and Cannabis Board (Board) approves the Application to Renew a Retailer's Class CT License filed by Eat at Crème, LLC, t/a The Lobby, (hereinafter "Applicant" or "The Lobby") subject to the following conditions: (1) the Applicant shall schedule trash

collection on each day the establishment is open for business; (2) the summer garden operating hours shall be reduced to 9:00 p.m. Sunday through Thursday, and 10:00 p.m. on Friday and Saturday; and (3) the Applicant shall not be eligible for extended hours or one-day substantial changes, extended holiday hours, or other extended-hour privileges that allow the summer garden to operate past these approved hours. The Applicant is further advised that the fully executed Settlement Agreement effective September 18, 2024, remains enforceable. The Applicant is required to comply with the terms of the Settlement Agreement, including constructing a permanent roof that completely covers the summer garden before playing music in the summer garden, and maintaining no television or video screens in the summer garden at any time as required by sections (5) and (7) of the Agreement. Violations of these terms in the Settlement Agreement may result in enforcement action.

Procedural Background

The Notice of Public Hearing advertising The Lobby's Application was posted on October 10, 2025, and informed the public that objections to the Application could be filed on or before November 24, 2025. *ABCA Protest File No. 25-PRO-00120*, Notice of Public Hearing [*Notice of Public Hearing*]. The records of the Alcoholic Beverage and Cannabis Administration (ABCA) indicate that Advisory Neighborhood Commission (ANC) 2E, Citizens Association of Georgetown (CAG), and two abutting property owners, Micheline Klagsbrun and Dawn Crafton, filed protests against the Application. *ABCA Protest File No. 25-PRO-00120*, Roll Call Hearing Results.

The parties came before the Board's Agent for a Roll Call Hearing on December 15, 2025, where all of the above-mentioned objectors were granted standing to protest the Application. On January 28, 2026, the parties came before the Board for a Protest Status Hearing. Finally, the Protest Hearing for this matter occurred on April 29, 2026.

The Board recognizes that an ANC's properly adopted written recommendations are entitled to great weight from the Board. D.C. Code §§ 1-309.10(d), 25-609; *Foggy Bottom Ass'n v. District of Columbia Alcoholic Beverage Control Bd.*, 445 A.2d 643, 646 (D.C. 1982). Accordingly, the Board "must elaborate, with precision, its response to the ANC['s] issues and concerns." *Foggy Bottom Ass'n*, 445 A.2d at 646. The Board notes that it received a properly adopted written recommendation from ANC 2E, which indicated that its protest is based on concerns regarding the Applicant's impact on peace, order, and quiet; residential parking and vehicular and pedestrian safety; and real property values. The ANC's issues and concerns shall be addressed by the Board in its Conclusions of Law below.

Based on the issues raised by the Protestants, the Board may only grant the Application if the request will not have an adverse impact on the peace, order, and quiet; residential parking and vehicular and pedestrian safety; and real property values of the area located within 1,200 feet of the establishment. D.C. Code § 25-313(b); 23 DCMR §§ 1607.2; 1607.7(b) (West Supp. 2026). The Protestants proceeded to file a proposed findings of fact and conclusions of law on June 22, 2026, five days after the deadline established on June 17, 2026. *See Respondent's Proposed Findings of Fact and Conclusions of Law (Protestants' PFFCOL)*. The Board in its discretion

pursuant to 23 DCMR § 1717.2 considers the filing despite the late filing where such consideration does not prejudice the Applicant.¹

FINDINGS OF FACT

The following statements represent the Board's findings of fact based on the evidentiary record. In reaching its determination, the Board considered the evidence, the testimony of the witnesses, the arguments of the parties, and all documents comprising the Board's official file. The Board credits all testimony and evidence identified or cited below unless otherwise stated.

I. Background

1. The Lobby has submitted an Application to Renew a Retailer's Class CT License at 1660 33rd Street NW, Washington, DC 20007. *Notice of Public Hearing*.

2. ABCA Investigator Leon Harris conducted the investigation on the Application and prepared the Protest Report which was submitted to the Board. *ABCA Protest File No. 25-PRO-00120, Protest Report* (Mar. 2026) [*Protest Report*].

3. The proposed establishment is in an MU-4 zone intended for "moderate-density mixed-use development, allowing a combination of residential, commercial, and institutional uses." *Id.* at 3. Fifteen licensed establishments are located within 1,200 feet of the proposed location. *Id.* at 4. There are no schools, recreation centers, public libraries, or day care centers located within 400 feet of the establishment. *Id.*

4. The establishment's proposed hours of operation, and hours of sale are the same: 4:30 p.m. to 9:00 p.m. on Sunday and Monday, 4:30 p.m. to 10:00 p.m. on Tuesday and Wednesday, 4:30 p.m. to 11:00 p.m. on Thursday, and 4:00 p.m. to 1:00 a.m. on Friday and Saturday. *Id.* at 5. The establishment's proposed hours for the summer garden are as follows: 4:30 p.m. to 9:00 p.m. Sunday through Tuesday, 4:30 p.m. to 10:00 p.m. on Wednesday and Thursday, and 4:30 p.m. to 11:00 p.m. on Friday and Saturday. *Id.*

5. ABCA investigators visited the establishment on seven separate occasions between February 18, 2026 and March 7, 2026. *Transcript (Tr.)*, Apr. 29, 2026 at 31. During two of the seven visits, investigators observed multiple ABCA violations. *Id.* At approximately 12:15 a.m. on Friday, February 20, 2026, ABCA investigators observed the following Settlement Agreement violations: (1) playing recorded music in the summer garden after permitted hours; (2) operating a television or video screen in the summer garden; and (3) playing recorded music in the summer garden without constructing a permanent roof to act as a sound barrier. *Id.* at 33-35, 43. On Saturday, February 21, 2026, ABCA investigators returned to the establishment and observed that the establishment's ABCA manager was not immediately available, and that the establishment did not post a Board-approved window lettering within public view. *Id.* at 36. At the time of the hearing, the establishment's investigative history revealed no final dispositions on any charges. *ABCA Protest File No. 25-PRO-00120, Investigative History* (Apr. 29, 2026) [*Investigative History*].

¹ The Board's consideration of the late-filed document would not change the Board's conclusion in this matter.

6. The Lobby is in a two-story brick building in a moderately dense residential area at the intersection of 33rd Street NW and Wisconsin Avenue NW. *Protest Report* at 4. It occupies a single floor and has a summer garden at the rear of the building. *Id.* The summer garden has approximately 10 chairs, 5 tables, and a large television mounted on the far rear wall. *Id.* at 5. The building shares a wall with an art studio, Klagsbrun Studios, to the right, and a spa, Coco Health Spa, to the left. *Id.* at 4-5. The building lacks an on-site kitchen, and as a result, the establishment does not offer food to patrons. *Tr.*, at 77. The building also does not bear any identifying marks or signage indicating the business's presence. *Protest Report* at 4.

7. Additionally, several public transportation options are within walking distance of the premises. *Id.* The D80 and D82 Metro buses operate at the intersection of Wisconsin Avenue NW and R Street NW, and the C91, D94, and D96 Metro buses are close by at the intersection of Wisconsin Avenue NW, and Q Street NW. *Id.* at 4-5. The Dupont Circle Metro Station is approximately a mile away. *Id.* at 5. Lastly, vehicular parking in the area is difficult to find, however, Investigator Harris does not attribute this to the business' operations or its patrons. *Tr.* at 29. Overall, the establishment appears well-lit, clean, and well-maintained. *Protest Report* at Exhibit No. 14.

II. Rassam Rad

8. Rassam Rad owns The Lobby. *Tr.* at 74. The Lobby has been in operation since November 2024, approximately two months after he signed a Settlement Agreement with the Protestant parties. *Id.* at 81. Mr. Rad believes that he complies with the terms of the Settlement Agreement. *Id.* at 74. He has not installed speakers in the summer garden, he closes timely, he has signage posted that reminds patrons of his closing hours, and the television mounted in the summer garden operates strictly as a non-smart monitor to display the business logo rather than broadcast media. *Id.* at 76, 78, 83–84. Mr. Rad speculates that the separate residential unit in the basement of his building is the actual source of noise that may be generating complaints. *Id.* at 75. The basement unit has a patio in the backyard, a grill, and a tenant that often hosts social gatherings in his patio. *Id.* Furthermore, the establishment has been closed for approximately three weeks for renovations, and Mr. Rad intends for the television in the summer garden to be permanently removed prior to reopening the business. *Id.* at 105–107. The establishment operates exclusively Thursday through Sunday weekly. *Id.* at 77.

9. Finally, the establishment does not maintain an on-site kitchen or engage in food preparation for patrons. *Id.*² As a result, waste is limited to bottles and small garnishes. *Id.* at 77, 95. Mr. Rad stores his trash securely inside his premises overnight and places the receptacles in the alleyway on Thursday and Friday mornings for trash pickups from McCray Enterprises. *Id.* at 77, 98. He has a contract with McCray Enterprises, a third-party trash collection company, to pick up his trash weekly. *Id.* at 98. Although the Settlement Agreement requires daily trash pickup, the establishment's current collection schedule occurs only two days a week in the winter months due to the minimal waste it produces. *Id.* at 77-78. Mr. Rad maintains that the complaints

² Investigator Harris reported that he observed an operating kitchen on-site. *Id.* at 32. However, Mr. Rad testified that he does not have an on-site kitchen and, as a result, does not produce food. *Id.* at 77-78. The Board credits Mr. Rad's testimony that there is no operating kitchen on-site as the owner has more familiarity with the operations of the business.

regarding trash accumulation or his trash attracting vermin to the neighborhood are unfounded and do not accurately reflect the establishment's waste management practices. *Tr.* at 98. Overall, he intends to run a "speakeasy"-style bar that serves as a neighborhood gathering space. *Id.* at 76.

III. Kathy Hull

10. Kathy Hull resides behind The Lobby, approximately fifty feet from the summer garden. *Id.* at 116. Her property is located on the same alleyway facing the summer garden, allowing her to observe the outdoor space. *Id.* at 124. She hears excessive noise from the summer garden past the establishment's permitted hours of operation. *Id.* at 120. Although she does not have a direct line of sight from her porch, she has observed patrons in the summer garden after midnight and has heard loud music. *Id.* at 124, 132. On multiple occasions, Ms. Hull has complained to the ANC Chair via email regarding the summer garden operating past its closing times. *Id.* at 125, 127. Furthermore, she hears loud music inside her home about once every two weeks, even when her windows are fully closed. *Id.* at 128. She urges the Board to permanently close the patio due to the Applicant's ongoing failure to respect operational rules. *Id.* at 134.

IV. Diana Hannes

11. Diana Hannes resides on Reservoir Road NW. *Id.* at 148. Her residence abuts The Lobby. *Id.* Ms. Hannes has observed the summer garden operating past its permissible hours, playing loud music, and hosting patrons shouting and dancing even with her windows closed. *Id.* at 149. From inside her home, she has a clear view of the summer garden, including its signage, seating arrangements, and exit signs. *Id.* She has heard loud music not consistent with background or jazz music, projecting from the summer garden into her residence. *Id.* at 148. During the winter months, the summer garden attracts a large crowd of patrons due to the heaters and LED lights mounted over the tables to keep patrons warm. *Tr.* at 152. Consequently, the summer garden remains noisy even in the winter months. *Id.* Furthermore, The Lobby places its trash receptacles outside its garage, which blocks access both inside and out of her garage. *Id.* at 157. She has observed the receptacles overflowing with trash and believes that the trash contributes to the increased vermin presence in the area. *Id.* at 159. However, she cannot completely confirm if the establishment's trash receptacles are singly responsible for exacerbating the vermin problem in the area. *Id.* at 159, 169. Ultimately, Ms. Hannes opposes the continued operation of the summer garden due to the establishment's failure to comply with the terms governing the space. *Id.* at 162.

V. Micheline Klagsbrun

12. Micheline Klagsbrun owns the art studio, Klagsbrun Studios, immediately to the north of the establishment. *Id.* at 176. From her property she can see into the summer garden of The Lobby, and she has a clear view of the television installed in the summer garden. *Id.* at 176-177. She testified that the television is not just used as a screen to display the business logo but also used to broadcast sports. *Id.* at 176-178.

VI. Settlement Agreement

13. ABCA's records currently show that a Settlement Agreement was established between Eat at Crème, LLC, t/a The Lobby and ANC 2E, the CAG, Micheline Klagsbrun, Samuel Freeman, and Dawn Crafton on September 18, 2024. *Settlement Agreement* at 1. Among other provisions, the Settlement Agreement stipulates the following: (1) the summer garden hours shall be 4:30 p.m. to 9:00 p.m. Sunday through Tuesday, 4:30 p.m. to 10:00 p.m. on Wednesday and Thursday, and 4:30 p.m. to 11:00 p.m. on Friday and Saturday; (2) the Applicant shall not utilize the summer garden until a sturdy, well-maintained wooden or equivalent lattice fence is constructed to protect the privacy of the abutting neighbors without substantially obstructing daylight; (3) the Applicant shall not play recorded or live music in the summer garden at any time until the Applicant constructs a permanent structural roof over the outdoor space; (4) there shall be no televisions or other video screens in the summer garden at any time; (5) the music played inside the establishment shall not be audible outside the premises; (6) the Applicant can only play "quiet, recorded background music" in the summer garden, following the construction of the permanent structural roof in the summer garden; (7) the Applicant shall store trash inside the establishment at all times except before trash pickup; and (8) trash shall occur six days per week except on federal holidays or inclement weather. *Id.* at 1-3.

CONCLUSIONS OF LAW

14. The Board may approve an Application to Renew a Retailer's Class CT License when the proposed establishment will not have an adverse impact on the neighborhood. D.C. Official Code §§ 25-104, 25-313(b); 23 DCMR §§ 1607.2; 1607.7(b) (West Supp. 2026). Specifically, the question in this matter is whether the establishment is "appropriate for the locality, section, or portion of the District where it is to be located." D.C. Official Code § 25-313(a). The Board determines the "appropriateness standard" when it considers whether the establishment would have an adverse impact on the: (1) peace, order, and quiet; (2) residential parking and vehicular and pedestrian safety; and (3) real property values of the area located within 1,200 feet of the establishment. D.C. Official Code § 25-313(b); 23 DCMR §§ 1607.2; 1607.7(b) (West Supp. 2026).

I. The Burden of Proof Lies with the Applicant to Prove its Case Through Substantial Evidence.

15. The burden of proof in this matter is assigned to the Applicant. D.C. Official Code § 25-311(a). ". . . [T]he Applicant in meeting its burden may rely on the record as a whole, which includes information provided in the Protest Report and the Protestant's case, and not just what the Applicant presents during its case-in-chief." *In re The New 7307, t/a Premier Lounge*, Case No. 22-PRO-000222, Board Order No. 2022-701, ¶ 1 (D.C.A.B.C. B. Oct. 19, 2022) *citing Esgar Corp. v. Commissioner of Internal Revenue*, 744 F.3d 648, 655 (10th Cir. 2014); *see also Washington Metro. Area Transit Auth. v. Dist. of Columbia Dept. of Employment Services*, 992 A.2d 1276, 1283 (D.C. 2010) *citing Dale v. S & S Builders, LLC*, 188 P.3d 554, 561 (Wyo. 2008) (saying in determining whether a party met its burden during an administrative hearing the court will look at the "record as a whole"). The Board further notes that where there is an "absence of evidence on an essential point [this] supports denial rather than granting of an application."

Conrad v. Dist. of Columbia Alcoholic Beverage Control Bd., 21-AA-748, 2023 WL 163964, at *5 (D.C. Jan. 12, 2023).

II. The Establishment is Appropriate for the Neighborhood.

16. Under the appropriateness test, “the applicant shall bear the burden of proving to the satisfaction of the Board that the establishment for which the license is sought is appropriate for the locality, section, or portion of the District where it is to be located . . .” D.C. Official Code § 25-311(a). In determining appropriateness, the Board must consider whether the Applicant’s future operations will satisfy the reasonable expectations of residents to be free from disturbances and other nuisances—not just whether the Application complies with the minimum requirements of the law. D.C. Council, Bill 6-504, the “District of Columbia Alcoholic Beverage Control Act Reform Amendment Act of 1986,” Committee on Consumer and Regulatory Affairs, 38 (Nov. 12, 1986); *see Panutat, LLC v. D.C. Alcoholic Beverage Control Bd.*, 75 A.3d 269, 277 n. 12 (D.C. 2013) (“However, in mandating consideration of the effect on peace, order, and quiet, § 25-313(b)(2) does not limit the Board’s consideration to the types of noises described in § 25-725.”). As part of its analysis, the Board should evaluate each “unique” location “according to the particular circumstances involved” and attempt to determine the “prospective” effect of the establishment on the neighborhood. *Le Jimmy, Inc. v. D.C. Alcoholic Beverage Control Bd.*, 433 A.2d 1090, 1093 (D.C. 1981). Furthermore, the analysis may also include the Applicant’s efforts to mitigate or alleviate operational concerns, the “character of the neighborhood,” the character of the establishment, and the license holder’s future plans. *Donnelly v. District of Columbia Alcoholic Beverage Control Board*, 452 A.2d 364, 369 (D.C. 1982) (saying that the Board could rely on testimony related to the licensee’s “past and future efforts” to control negative impacts of the operation); *Upper Georgia Ave. Planning Comm. v. Alcoholic Beverage Control Bd.*, 500 A.2d 987, 992 (D.C. 1985) (saying the Board may consider an applicant’s efforts to “alleviate” operational concerns); *Citizens Ass’n of Georgetown, Inc. v. D.C. Alcoholic Beverage Control Bd.*, 410 A.2d 197, 200 (D.C. 1979); *Gerber v. D.C. Alcoholic Beverage Control Bd.*, 499 A.2d 1193, 1196 (D.C. 1985); *Sophia’s Inc. v. Alcoholic Beverage Control Bd.*, 268 A.2d 799, 800-801 (D.C. 1970).

a. The Lobby will not have a negative impact on peace, order, and quiet so long as certain conditions are satisfied.

17. The Board is persuaded that The Lobby will not have an adverse impact on the peace, order, and quiet of the neighborhood so long as the establishment abides by certain conditions on its license. “In determining the appropriateness of an establishment, the Board shall consider . . . [t]he effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726.” D.C. Code § 25-313(b)(2); *see also* D.C. Code §§ 25-101(35A), 25-314(a)(4). Among other considerations, the Board is instructed to consider “noise, rowdiness, loitering, litter, and criminal activity.” 23 DCMR § 400.1(a) (West Supp. 2026).

18. The evidence presented demonstrates that the summer garden’s current operations have generated an adverse impact on the surrounding residential community, specifically regarding late-night noise and the unpermitted use of amplified sound devices. The neighbors provided consistent and credible accounts of excessive music volume, shouting patrons, and an active television screen

broadcasting sports well past the permissible hours of operation in the summer garden. *Supra*, at ¶¶ 10–12. ABCA investigators also corroborated several Settlement Agreement violations after their observations on two visits to the establishment, including, playing music after hours in the summer garden, operating a television screen, and playing music without the prerequisite sound-barrier roof. *Supra*, at ¶ 5. Based on these facts, the record establishes a pattern of non-compliance that directly threatens the neighborhood's peace, order, and quiet.

19. The Board also considered the establishment's responsibility for trash and litter. On one hand, the establishment may not be uniquely responsible for the neighborhood's vermin issues. In particular, the evidence shows that the establishment lacks an on-site kitchen and does not prepare or serve food to its patrons. *Supra*, at ¶¶ 6, 9, 11. Consequently, the establishment's waste may be limited to empty bottles and beverage garnishes, which do not typically attract vermin. *Supra*, at ¶ 9. On the other hand, the evidence also reveals that the establishment's waste management practices have led to the obstruction of residential garages due to their placement and that the receptacles are routinely overflowing. *Supra*, at ¶ 11. Crucially, Mr. Rad, the owner, admitted to scaling back trash collection to only two days per week during the winter months which is a violation of the Settlement Agreement that mandates collection six days per week. *Supra*, at ¶ 13. As a result, the Board finds it necessary to impose conditions to address valid concerns regarding peace, order, and quiet; litter and trash concerns; and compliance with the Settlement Agreement.

b. The Lobby will not have a negative impact on residential parking needs and vehicular and pedestrian safety.

20. “In determining the appropriateness of an establishment, the Board shall consider . . . [t]he effect of the establishment upon residential parking needs and vehicular and pedestrian safety” D.C. Code § 25-313(b)(3); *see also* D.C. Code §§ 25-101(35A), 25-314(a)(4). Among other considerations, the Board is instructed to consider the availability of both private and public parking, any parking arrangements made by the establishment, whether “[t]he flow of traffic . . . will be of such pattern and volume as to . . . increase the [reasonable] likelihood of vehicular [or pedestrian] accidents” 23 DCMR § 400.1(b), (c) (West Supp. 2026). In this case, there is insufficient evidence that establishes that the Applicant's patrons are monopolizing residential parking or that any additional patrons will foster dangerous traffic conditions. Investigator Harris observed parking was congested in the area but did not attribute the congestion to The Lobby's business operations or patrons. *Supra*, at ¶ 7. In addition, there are several public transportation options walking distance from the premises such as the Dupont Circle Metro Station about a mile away, the D80 and D82 Metro buses at the intersection of Wisconsin Avenue NW and R Street NW, and the C91, D94, and D96 Metro buses at the intersection of Wisconsin Avenue NW, and Q Street NW. *Supra*, at ¶ 7. In light of the circumstances and the public transportation resources, it is not reasonable to presume that renewal will have a negative impact on residential parking and vehicular and pedestrian safety. Therefore, the Board finds in favor of The Lobby on this issue.

c. The Lobby will not have a negative impact on real property values.

21. In determining whether an establishment is appropriate, the Board must examine whether the establishment is having a negative effect on real property values. D.C. Code § 25-313(b)(1). The Board has noted in the past that the presence of blight may have a negative impact on property

values. *In re Historic Restaurants, Inc., t/a Washington Firehouse Restaurant, Washington Smokehouse*, Case No. 13-PRO-0031, Board Order No. 2014-107, ¶ 48 (D.C.A.B.C.B. Apr. 2, 2014) citing *In re Rail Station Lounge, LLC, t/a Rail Station Lounge*, Case No. 10-PRO-00153, Board Order No. 2011-216, ¶ 62 (D.C.A.B.C.B. Jun. 15, 2011). In this case, there is un rebutted evidence that shows the premises has been well-maintained and well-lit, and clean. *Supra*, at 7. The Protestant further did not direct the Board to any other factors that would lead to a negative impact on real-property values, such as prior building code violations and evidence of blight. Therefore, the Board finds in favor of the establishment on this issue.

III. The Board Imposes Conditions on the License.

22. In light of the Board’s findings regarding appropriateness, the Board finds it necessary to impose conditions on the Applicant’s license. See *In re Dos Ventures, LLC, t/a Riverfront at the Ball Park*, Case No. 092040, Board Order No. 2014-512. ¶ 49 (D.C.A.B.C.B. Nov. 13, 2013) (saying “[i]n practice, the Board has imposed conditions when it is shown that there are valid concerns regarding appropriateness that may be fixed through the imposition of specific operational limits and requirements on the license”). Under § 25-104(e), the Board is granted the authority to impose conditions on a license when “. . . the inclusion of conditions will be in the best interest of the [neighborhood]” D.C. Code § 25-104(e).

23. The Board is persuaded to impose the following conditions on the license in order to address the reasonable concerns of the Protestants, and to ensure compliance with the Settlement Agreement: (1) the Applicant shall schedule trash collection on each day the establishment is open for business; (2) the summer garden operating hours shall be reduced to 9:00 p.m. Sunday through Thursday, and 10:00 p.m. on Friday and Saturday; and (3) the Applicant shall not be eligible for extended hours or one-day substantial changes, extended holiday hours, or other extended-hour privileges that allow the summer garden to operate past the approved hours. The Board finds the reduction in hours and other conditions are warranted where the Applicant’s record of compliance with the Settlement Agreement persuades the Board that the ownership cannot be trusted to operate the summer garden in an appropriate manner. The Board further finds that denial of the Application or the removal of additional privileges is unwarranted where enforcement of the Settlement Agreement is sufficient and where the permitted hours are reasonable for the area. The Protestants are encouraged to complain to ABCA if additional violations of the settlement agreement are observed.

IV. The Establishment’s Record of Compliance Merits Renewal.

24. Under § 25-315, “[t]he Board shall consider the licensee’s record of compliance with this title and the regulations promulgated under this title and any conditions placed on the license during the period of licensure, including the terms of a [S]ettlement [A]greement.” D.C. Code § 25-315(b)(1). A Board-approved Settlement Agreement is incorporated into the license and remains in effect through each renewal term, therefore, “any breach of the voluntary agreement constitutes a breach of the license itself and must be taken into account by the Board in considering an application for renewal.” *N. Lincoln Park Neighborhood Ass’n v. Alcoholic Beverage Control Bd.*, 666 A.2d 63, 67 (D.C. 1995). In this case, the Board has considered and weighed the Applicant’s breach of the Settlement Agreement during the current license term; specifically,

operating the summer garden past permitted hours, playing music before constructing the required permanent roof, maintaining a video screen, and collecting trash less frequently than required. Consequently, the Board is satisfied that the conditions imposed on the license sufficiently address the issues identified by the Board and that the Applicant does not merit denial of his Application.

V. The Application Satisfies All Remaining Requirements Imposed by Title 25.

25. Finally, the Board is only required to produce findings of fact and conclusions of law related to those matters raised by the Protestant in its initial protest. *See Craig v. District of Columbia Alcoholic Beverage Control Bd.*, 721 A.2d 584, 590 (D.C. 1998) (“The Board's regulations require findings only on contested issues of fact.”); 23 DCMR § 1718.2 (West Supp. 2026). Accordingly, based on the Board’s review of the Application and the record, the Applicant has satisfied all remaining requirements imposed by Title 25 of the D.C. Official Code and Title 23 of the D.C. Municipal Regulations.

ORDER

Therefore, the Board, on this 23rd day of September 2026, hereby **APPROVES** the Application to Renew a Retailer's Class CT License for Eat at Crème, LLC, t/a The Lobby at premises 1660 33rd Street NW.

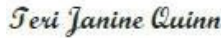
IT IS FURTHER ORDERED that the Board’s approval is contingent on the Applicant’s compliance with one or more conditions that are enforceable by the Board. The Applicant is further advised that the establishment’s history of compliance with the Board’s conditions may be considered during renewal. The conditions imposed by the Board are as follows:

1. The Applicant shall schedule trash collection on each day the establishment is open for business;
2. The summer garden operating hours shall be reduced to 9:00 p.m. Sunday through Thursday, and 10:00 p.m. on Friday and Saturday; and
3. The Applicant shall not be eligible for extended hours or one-day substantial changes, extended holiday hours, or other extended-hour privileges that allow the summer garden to operate past the approved hours.
4. These conditions shall be deemed enforceable starting 30 days from the date of this Order.

IT IS FURTHER ORDERED that the Board’s findings of fact and conclusions of law contained in this Order shall be deemed severable. If any part of this determination is deemed invalid, the Board intends that its ruling remain in effect so long as sufficient facts and authority support the decision. The omission of any testimony or evidence in the Board’s Order indicates that such testimony or evidence was contravened by the evidence or testimony credited by the Board, had no or minimal weight on the Board’s findings and conclusions, was irrelevant, was not

credible, was not truthful, was repetitious, was too speculative, or was otherwise inappropriate for consideration.

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

OFFICIAL VOTE OF THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD		
Board Members	Decision	Signature
Donovan Anderson (Chairperson)	Approve	
Silas Grant, Jr.	Approve	
Teri Janine Quinn	Approve	
Ryan Jones	Approve	
David Meadows	Approve	
James Turner	Did Not Participate	
Additional Comments: Board Member Quinn concurs in part, and dissents in part, as follows: I concur with the majority's decision to approve the Application to Renew the Retailer's Class CT license, however, I dissent from the decision because I would instead cancel the summer garden endorsement based on the record in this case. Board Member Jones concurs in part, and dissents in part, as follows: I concur with the majority's decision to approve the Application to Renew the Retailer's Class CT license, however, I would forgo additional conditions because the fully executed Settlement Agreement already contains comprehensive restrictions on the summer garden and the Board should focus on enforcing the Settlement Agreement.		

NOTICE

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 NE, Suite 4200-B, Washington, DC 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 NW, Washington, DC 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).