

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

<b>In the Matter of:</b>	)	
Stubs, LLC	)	
t/a Lupo Verde	)	
Application for Renewal and Petition to	)	Case No: 19-PRO-00067
Terminate a Settlement Agreement	)	License No.: ABRA-088527
for Retailer's Class CR License	)	Order No.: 2019-905
at premises	)	
1401 T Street, NW	)	
Washington, D.C. 20009	)	

Stubs, LLC, t/a Lupo Verde, Petitioner

Daniel Warwick, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)  
2B

Elwyn Ferris, on behalf of Shaw Dupont Citizens Alliance (SDCA)

Susan Vollman, on behalf of Dupont Circle Citizens Association (DCCA)

Elwyn Ferris and Dwight Barbour, on behalf of A Group of Five or More Individuals

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON SETTLEMENT AGREEMENT, ON WITHDRAWAL OF  
PROTESTS, AND ON TERMINATING EXISTING SETTLEMENT  
AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Stubs, LLC, t/a Lupo Verde (Formerly Stub's Kitchen and Wine) (Petitioner), entered

into a Settlement Agreement with ANC 2B and A Group of Twelve Individuals on May 11, 2012, and it was approved by the Board on June 13, 2012. On April 1, 2019, the Petitioner sought to terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). In addition, the Petitioner filed an Application for renewal of its Retailer's Class CR License.

ANC 2B, SDCA, DCCA, and a Group of Five or More Individuals protested the Petition to Terminate. ANC 2B and SDCA protested the Renewal Application.

The official records of the Board reflect that the Petitioner, ANC 2B, SDCA, DCCA, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated November 15, 2019, that governs the operations of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson Daniel Warwick, on behalf of ANC 2B; John Sterling, on behalf of SDCA; Glenn Engelmann, on behalf of DCCA; and Elwyn Ferris and Dwight Barbour, 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 2B, SDCA, DCCA, and the Group of Five or More Individuals of the Petition to Terminate Application and Renewal Application.

Accordingly, it is this 5th day of December, 2019, **ORDERED** that:

1. The Application filed by Stubs, LLC, t/a Lupo Verde, for renewal of its Retailer's Class CR License, located at 1401 T Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B, SDCA, DCCA, 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 Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 4 (Sidewalk Cafe) – The following language shall be removed: “and shall be deemed a violation of this SA.”

Section 5 (Entertainment) – The last sentence shall be removed.

Section 11 (Enforcement) – The language “shall be cause to request a show cause hearing before the ABC Board” shall be replaced with the language “shall be cause for filing a complaint with the ABC Board.”

Section 12 (Right to Protest, Notice and Opportunity to Cure) – The language “it shall be deemed a violation of the SA and grounds for requesting a Show Cause hearing before the ABC Board” shall be replaced with the language it shall be cause for filing a complaint with the ABC Board.”

The parties have agreed to these modifications.

4. The Settlement Agreement, dated May 11, 2012, and approved by the Board on June 13, 2012, is hereby **TERMINATED**; and
5. Copies of this Order shall be sent to the Petitioner, ANC 2B, SDCA, DCCA, and the Group of Five or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board

  
Donovan Anderson, Chairperson

  
James Short, Member

  
Bobby Cato, Member

Rema Wahabzadah, Member

Rafi Crockett, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 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, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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).

### Settlement Agreement

THIS AGREEMENT, made and entered into this 15th day of November, 2019, by and between ~~Stubbs, LLC, et al. Lupo Verde~~ (hereinafter the "Applicant") and The Advisory Neighborhood Commission 2B (ANC 2B); Elwyn Ferris and Dwight Barbour (on behalf of a "Group" of 26 residents); The Shaw-Dupont Citizens Alliance, Inc (SDCA); and The Dupont Circle Citizens Association (DCCA), hereinafter collectively the "Protestants".

WHEREAS, Applicant has filed a renewal application and an Application to Amend or Terminate their SA with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for renewal of a class "C" license for the restaurant premises located at 1401 T Street, N.W. (hereinafter the "Restaurant").

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the Protestants concerns and the Protestants will agree to withdraw its protest opposing the ABC Board's issuance of the ABC license to the Applicant.

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

#### 1. NATURE OF THE BUSINESS

The Applicant herein agrees to manage and operate a full-service restaurant, serving lunch, dinner and brunch. Accordingly, the following provisions are structured to support the successful operation of such an establishment.

#### 2. HOURS OF OPERATION (INTERIOR)

Food service will continue until half an hour prior to closing. Applicant's hours of operation shall be as follows:

First Floor:

Sunday – Thursday: 10:00am-2:00am (with "last call" half an hour prior to closing),  
Friday & Saturday: 10:00am-3:00am (with "last call half an hour prior to closing")

Second Floor:

Sunday – Thursday: 10:00am-1:00am (with "last call" half an hour prior to closing)  
Friday & Saturday: 10:00am-2:00am (with "last call half an hour prior to closing")

#### 3. HOURS OF OPERATION (outside)

Sunday – Thursday: 10:00am-11:00pm (totally closed down, no patrons in sidewalk cafe)  
Friday & Saturday: 10:00am-12:00midnight (totally closed down, no patrons in sidewalk cafe)

#### 4. SIDEWALK CAFÉ

Applicant will operate its sidewalk café in accordance with all regulations as stipulated in its public space permit for a total of 22 eats. The service of food is required during all operating hours of the sidewalk café. The service of "alcohol only" is strictly prohibited, and shall be deemed a violation of this SA.

All customers for the sidewalk café must enter through the main entrance to the establishment, and there will be no queuing of customers permitted on T Street. All queuing must be on 14<sup>th</sup> Street, and must be regulated to prevent any extraneous noise that might potentially disturb the surrounding residents.

There will be no music, live or otherwise, performed or emanating from outside the Applicant's establishment. There shall be no music or audio equipment (including speakers) permitted on the exterior of the establishment. Any existing speakers on the exterior of the building shall be permanently removed within 3 days of the signing of this Settlement Agreement.

Music may be permitted that is audible in the sidewalk café if it emanates solely from the permitted music from inside the establishment. If the neighbors feel there is an unreasonable amount of audible music outside of the establishment, the Applicant agrees to take reasonable measures, in consultation with the affected neighbors, to abate the problem to the satisfaction of all parties.

There will be no heaters permitted in the sidewalk café.

All sidewalk café furniture shall be stacked and secured within the café area at the closing time of the sidewalk café and secured in the west end of the sidewalk café nightly. The sidewalk café and immediate surrounding area will be thoroughly cleaned and free of all debris every night at closing.

If the licensee elects to place standing-only tables in the sidewalk café, it is limited to three and the standing tables must be foldable and stacked and secured with the rest of the sidewalk café furniture in the manner described above. If the licensee elects to have a serving hatch on the sidewalk café, it is limited to one and it must be maintained against the building in the recessed alcove. If the licensee elects to have an ice container on the sidewalk café, it is limited to only one on the sidewalk café and it must be moved inside at night during closing. No sheds or shed-like structures of any kind shall be permitted in the sidewalk café. Items prohibited from being stored, placed or maintained on the Public Space include trash receptacles of any kind, hampers, beer kegs, grills, trolley carts, kitchen equipment or furnishings, laundry, chimineas, and firewood.

The sidewalk café, and the immediate surrounding area will be thoroughly cleaned and free of any debris every night at closing.

Spilled food must be picked up daily, and not washed into the gutters and left as a food source for rodents.

The sidewalk café may be opened during "special events" but must operate in the same manner as it does during regular business operations.

Plants and planters shall be free of debris and properly maintained.

#### 5. ENTERTAINMENT

During normal hours of operation, Applicant shall be permitted to have background music inside its premises. There will be no designated dance floor.

Applicant is permitted to have an Entertainment Endorsement limited solely to the interior of its premises in order to host special events and to have a live jazz band to compliment dining/brunch services. "Special events" for the purposes of this Agreement means that the restaurant is reserved exclusively or principally for a single group or event during regular hours of operation and may include a DJ or live music. Outside of special events, no DJ is permitted. Applicant agrees that it will limit special events to not more than two (2) in any one month except during the month of December and not more than fifteen (15) within a (12) month period.

Applicant is prohibited from having events by private promoters, events that are advertised publicly, events that seek to have a cover charge, or any events that is demonstrative of a club or lounge operation. Such events will be deemed a violation of this SA.

#### 6. TRASH.

As the property housing this establishment is landlocked, the maintenance of trash is of particular importance to the neighbors. There will be no trash receptacle of any kind permitted to be maintained or placed in any way, on the public space; or anywhere on the exterior of the establishment.

All trash and food refuse must be maintained inside the premises at all times, except during the exact times of collections by a licensed trash hauling company. Trash cannot be put out in anticipation of any scheduled pick-up until the actual pick-up arrives, and cannot be out put on the public space overnight, or at any time prior to the actual pick-up.

Trash receptacles cannot be washed or maintained on the public space.

Any signs of rodent presence will be cause to require immediate extermination services.

All trash pick-ups, and bottle collection, must be made on 14<sup>th</sup> street between the hours of 10:00 am and 4:00 pm. NO trash pickups will be permitted on T Street.

## 7. NOISE

To avoid any disturbances to the surrounding neighbors, all restaurant patrons will be required to queue up on 14<sup>th</sup> Street. No queuing of customers will be allowed on the T Street side of the property.

The licensee shall abide by Section 4 of this agreement in the maintenance of noise from outside the establishment.

## 8: DELIVERIES

All deliveries must be made on the 14<sup>th</sup> Street between the hours of 10:00am and 3:00pm. No deliveries will be permitted to be made from T Street, and no delivery vehicles will be permitted to park, stand, or double park on T Street at any time.

## 9. SECURITY

The applicant shall have an ABC licensed manager on duty at all hours of operation, and herein agrees to furnish the protestants with the contact name(s) and email for any and all personnel appropriate to contact for any problems perceived by protestants/neighbors:

Name: Med Lahlou

Email: [medlahlou@medlahlou.com](mailto:medlahlou@medlahlou.com)

All private events as outlined under ENTERTAINMENT shall be required to have sufficient security to police inside and outside the establishment so as to avoid any disturbance to the neighbors.

## 10. LICENSE AND OWNERSHIP

Applicant agrees to abide by all ABRA regulations regarding the ownership of this license. In the event of the sale or transfer of this license, this SA will remain in effect, and the existence of this SA will be fully disclosed to any potential transferee, assignee, or contractee.

## 11. ENFORCEMENT

In the event of a violation of any provision of this SA, the complainant must provide written notice to the Applicant via Certified Mail, to the addresses listed in Section 12, and the



Applicant must be given 30 days to cure the violation. Failure to do so by the Applicant shall be cause to request a show cause hearing before the ABRA Board.

Signatories to this agreement agree to make a good faith effort to resolve any concerns, and to resolve any issues with regards to the settlement agreement. Should one party request a meeting to discuss this agreement, the other parties shall make a reasonable effort to meet in a timely manner.

#### 12. RIGHT TO PROTEST, NOTICE AND OPPORTUNITY TO CURE;

In the event applicant is in breach of this agreement (not requiring an ABRA-defined violation), Applicant shall be notified in writing of such alleged breach and given 30 days from date of complaint to cure said breach. If applicant fails to cure said breach, or fails to take the necessary measures to undertake the curing of the said breach within 30 days, it shall be deemed a violation of the SA and grounds for requesting a Show Cause hearing before the ABC Board.

Any notices required to be made under this Agreement shall be in writing and mailed by Certified mail to the other parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

*To Licensee:*  
Med Lahlou  
1401 T Street NW  
Washington, DC

*To ANC:*  
ANC 2B  
#9 Dupont Circle, NW  
Washington, DC 20036

*To Representative:*  
Elwyn Ferris  
1417 T Street NW  
Washington, DC 20009

*To Representative*  
Dwight Barbour  
1413 T Street NE / C-4  
Washington, DC 20009


To Shaw Dupont Citizens Alliance, Inc. (SDCA):  
Joan Sterling, President  
PO Box 73153  
Washington, DC 20056

To Dupont Circle Citizens Association (DCCA)  
President, DCCA  
9 Dupont Circle NW  
Washington, DC 20036

### 13. WITHDRAWAL OF PROTEST

Protestants agree to the renewal of the license and the withdrawal of their protest upon execution of this Settlement Agreement and provided that this Settlement Agreement is incorporated into the Board's renewal of the license, which is thereby conditioned upon compliance with such Settlement Agreement.

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this November day of 15th 2019.



Stubs, LLC t/a Lupo Verde  
By: Med Lahlou, Owner

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ANC 2B

By: Daniel Warwick, Chair ANC 2B

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ANC 2B

By: Edward Hanlon, ANC Commissioner 2B09

To Shaw Dupont Citizens Alliance, Inc. (SDCA):  
Joan Sterling, President  
PO Box 73153  
Washington, DC 20056

To: Dupont Circle Citizens Association (DCCA)  
President, DCCA  
9 Dupont Circle NW  
Washington, DC 20036

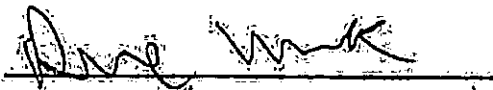
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Stubs, LLC t/a Lupo Verde  
By: Med Lahlou, Owner



ANC 2B  
By: Daniel Warwick, Chair ANC 2B

~~ANC 2B  
By: [Signature] ANC Commissioner 2809~~

(Per ANC 2B Policies,  
the Chair is the  
Signatory)

*Elwyn Ferris*

Group of 26 residents

By: Elwyn Ferris, Designated Representative

*Dwight Barbour*

Group of 26 residents

By: Dwight Barbour, Designated Representative

*Joan Sterling*

Joan Sterling, Pres., SDCA

Glenn Engelmann, Pres., DCCA

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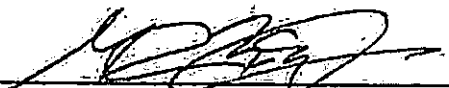
Group of 26 residents  
By: Elwyn Ferris, Designated Representative

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Group of 26 residents  
By: Dwight Barbour, Designated Representative

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Joan Sterling, Pres., SDCA



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Glenn Engelmann, Pres., DCCA