

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

**In the Matter of:**

Mi Cuba Cafe, Inc.  
t/a Mi Cuba Cafe

Holder of a  
Retailer's Class CR License

at premises  
1424 Park Road, NW  
Washington, D.C. 20010

License No.: ABRA-096613  
Order No.: 2019-794

Mi Cuba Cafe, Inc., t/a Mi Cuba Cafe, Licensee

Christine Miller, Commissioner, Advisory Neighborhood Commission (ANC) 1A

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Mi Cuba Cafe, Inc., t/a Mi Cuba Cafe (Licensee), and ANC 1A have entered into a Settlement Agreement (Agreement), dated October 2, 2019, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Christine Miller, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 30th day of October, 2019, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 6 (Notice and Opportunity to Cure) – The language “shall constitute a cause for seeking a Show Cause Order from the ABC Board” shall be replaced for the language “shall constitute cause for filing a complaint with the ABC Board.”

Section 8 (Modifications) – At the end of this Section, the following language shall be added: “or as required by D. C. law.”

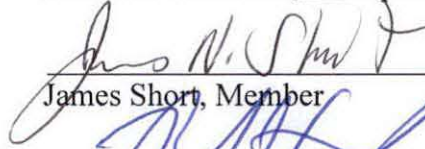
The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 1A.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

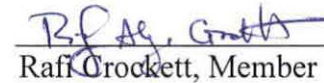


James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Raffi 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).



## ANC 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Layla Bonnot  
SMD 1A04 – Matt Goldschmidt  
SMD 1A07 – Jen Bundy  
SMD 1A10 – Rashida Brown

SMD 1A02 – Teresa Edmondson  
SMD 1A05 – Christine Miller  
SMD 1A08 – Kent C. Boese  
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Zach Rybarczyk  
SMD 1A06 – Angelica Castañon  
SMD 1A09 – Michael Wray  
SMD 1A12 – Jason Clock

### SETTLEMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this 2<sup>nd</sup> day of October 2019 by and between Mi Cuba Cafe, Inc. (hereinafter the “Applicant”), and ANC 1A (collectively, the “Parties”).

**WHEREAS**, Applicant has filed application License No.: ABRA-096613 with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for a Retailer’s Class “C” Restaurant license for a restaurant located at 1424 Park Road, N.W., Washington, D.C. (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 to enter into an agreement whereby Applicant will agree to adopt certain measures to address community concerns and community representatives will agree to support the application of the Retailer’s Class “C” License:

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. **Hours of Alcohol Sale.** Applicant has the right, but is not obligated to, sell alcoholic beverages inside premises of the Restaurant, only during the hours:
  - Sunday through Thursday 10:00 AM – 2:00 AM
  - Friday through Saturday 10:00 AM – 3:00 AM

Applicant shall offer food to its patrons at all times it is open. No alcoholic beverages shall be sold to patrons who are purchasing food for takeout or delivery services. On special occasions, such as daylight savings time, or during inaugurations, the Restaurant may stay open later as is permissible by DC law or ABRA.

2. **Entertainment.** Applicant may have live entertainment with an entertainment endorsement Sunday through Saturday, 6:00 PM to 12:00 AM.
  - a. “Entertainment” means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term “entertainment” shall not include the operation of a jukebox, a television, a radio, or other prerecorded music, all of which are allowed

within the restaurant. Applicant agrees that no live, recorded, or amplified music will be permitted on the sidewalk café

- b. Applicant will comply with D.C. Official Code § 25-725 and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when music is being played at the establishment, save and except to permit ingress and egress from the premises.
  - c. Applicant will take reasonably necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
  - d. Applicant may have live entertainment with an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music, all of which are allowed within the restaurant. Applicant agrees that no live, recorded, or amplified music will be permitted on the sidewalk café.
3. **Loitering.** Applicant shall take reasonable measures to ensure that its patrons do not loiter in front of or in the vicinity of the Restaurant.
  4. **Public Space and Trash.** Applicant shall keep the sidewalk occupied by its public space and immediately adjacent areas of the Premises reasonably clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed.
  5. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the ABC Board. Applicant shall have the Premises and the area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odors present the following morning.
  6. **Notice and Opportunity to Cure.** In the event that any of the parties are in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature, upon receiving notice, the noticed party will have thirty (30) calendar days to cure. Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Any notices required to be made under this

Agreements shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business address. Notice shall be deemed given as of the time of receipt or refusal of receipt.

7. **Binding Effect:** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.
8. **Modification:** This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

**WHEREFORE**, by signing of duly-authorized representatives for the Applicant and ANC 1A, Applicant hereby agrees to the aforementioned covenants and the ANC requests that this Agreement be incorporated into the ABC Board's order issuing a Class "C" License.

If to Applicant:  
Mi Cuba Café, Inc.

If to Protestants:  
Advisory Neighborhood Commissions 1A  
3400 11<sup>th</sup> Street, NW  
Washington, DC  
Attn: Christine Miller, Commissioner  
202- 670-7046

Mi Cuba, Inc.

Signature: \_\_\_\_\_

ARIEL VALCADES 10/10/2019

ANC 1A

Signature: \_\_\_\_\_

Christine Miller  
ANC 1A05

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Certification:

At a regularly scheduled and publicly noticed meeting held on October 10<sup>th</sup>, 2019, Advisory Neighborhood Commission 1A considered the above resolution. With a quorum of 9 Commissioners present, the Commission voted with 9 yeas, 0 nos, and 0 abstentions to adopt the above resolution.

Kent C. Boese, Chair, ANC 1A

Zachary Rybarczyk, Secretary, ANC 1A