

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

In the Matter of:)
)
Theater Alliance of Washington DC, Inc.)
t/a Theater Alliance)
)
Applicant for a New)
Retailer’s Class DX Multipurpose Facility License)
)
at premises)
340 Maple Drive, SW)
Washington, D.C. 20024)
)

License No.: ABRA-132943
Order No.: 2025-862

Theater Alliance of Washington DC, Inc., t/a Theater Alliance, Applicant

Gottlieb Simon, Chairperson, Advisory Neighborhood Commission (ANC) 6D

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Theater Alliance of Washington DC, Inc., t/a Theater Alliance (Applicant), Applicant for a New Retailer’s Class DX Multipurpose Facility License and ANC 6D have entered into a Settlement Agreement (Agreement), dated July 31, 2025, 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 Chairperson Gottlieb Simon, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 13th day of August 2025, **ORDERED** that:

1. 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 2 (Nature of Business) – the first sentence shall be modified to read as follows: “The Applicant has applied operate a Multipurpose Facility as classified by ABCA, serving food and alcoholic beverages with indoor seating, and live performance inside the premises only.”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b0609d5f09e4b790003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. 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 further advised that the failure 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.

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).

ANC6D Settlement Agreement
Theater Alliance of Washington DC
ABRA-132943, 340 Maple Drive, SW, WASHINGTON, DC 20024

★ ★ ★ Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: (202) 554-1795
6D@anc.dc.gov

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 31st day of July 2025, by and between Theater Alliance of Washington DC (“Applicant”), at 340 Maple Dr. SW Washington, DC 20024 ABRA License #132943 and Advisory Neighborhood Commission 6D (“the ANC”), (collectively, the “Parties”).

PREAMBLE

Through this Agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has applied for a Class “D/X” Alcohol License for a Multipurpose Facility (“Establishment”); serving wine and beer,

WHEREAS, the ANC understands that Applicant is operating a multipurpose facility as designated by the DC Department of Buildings under a pop-up permit (PUPs), a program for customers to get a streamlined Certificate of Occupancy (C of O) for temporary use of a previously vacant building, unauthorized from any construction activity, and has entered into a license agreement that does not constitute a lease or rental agreement, or convey to Licensee any right, claim, title or interest in or to the Space, or any other portion of Licensor’s property at the Premises.

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of the ANC filing a protest against Applicant’s pending ABC License application, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet,

including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage and Cannabis Board (“ABCA Board”); to be a substantial change requiring the ABCA Board’s approval.

WHEREAS, the Parties have voluntarily entered into this agreement to proactively address potential concerns raised by ANC6D and request that the ABCA Board approve the applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of Business.*** The Applicant will manage and operate a Multipurpose Facility as classified by ABCA, serving food and alcoholic beverages with indoor seating, and live performance inside the premises only. There is no streaterly, sidewalk café, manufacturer on-site sales and consumption, games of skill, sports wagering, off-site storage, alcohol carry-out and delivery, pub or tasting permit endorsement.
3. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment on the ground floor of the building. The Certificate of Occupancy will state the seating and occupant load. However, the Establishment will not exceed a total occupancy load of **126**, which is inclusive of **99** seats indoors,
4. ***Hours of Operation and Sales.***
 - a. The Applicant’s Hours of Operation, Sales, Service and Consumption of Alcoholic Beverages shall not exceed:

Monday through Sunday 10 am – 11 pm
5. ***Prohibited Practices.*** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized,

commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise. The Applicant agrees to not modify any existing structures which would significantly alter capacity or build any new permanent structures of any sort either adjacent to or separate from the Applicant's physical address during the license period. Premises shall not have a dance floor as part of their dining experience.

The Applicant shall not sell and serve alcohol on a ground floor or street level outdoor public or private space not listed on its existing alcohol license; serve alcohol in outdoor public space such as the sidewalk outside an establishment; install or operate electronic game of skill devices; install or operate sports wagering devices or kiosks; store invoices and records of alcoholic beverage purchases in a location off the licensed Premises; sell beer, wine, and spirits for carry-out and delivery; or manufacture beer, wine, or spirits on or adjacent to its licensed Premises for off-premises consumption.

No alcoholic beverages purchased from the Applicant's Establishment by a consumer shall be permitted to leave the premises. The Applicant does not have an Alcohol Carry-out and delivery Endorsement.

JExterior Area. There is no use of the exterior area or endorsement for a summer garden.

6. ***Parking and Delivery Arrangements.*** It is a concern of ANC6D that the Applicant's operation of the Establishment does not create or exacerbate parking or queuing problems within ANC6D. The Applicant shall inform patrons (including on Applicant's website and at the time of reservations) of public transportation, biking, and ride share options. If Applicant engages in valet services, Applicant agrees to ensure their valet service does not utilize street parking to stage or queue vehicles on Maple Drive SW.

Applicant shall take all reasonable steps to ensure that deliverers use the properly marked unloading zones, and the retail loading dock located at 350 Maple Drive SW, Washington DC 20024 and that all deliveries will be taken into the Applicant's facility or protected loading dock area within one half hour of delivery, and that the Applicant shall not knowingly accept deliveries from vendors parked illegally.

7. ***Noise and Privacy.*** Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including taking reasonable necessary actions to ensure that

music, noise, and vibration from the Establishment are not audible and/or felt in any residential premises other than the Establishment provided in D.C. Code § 25-725. The Parties understand that architectural improvements cannot be made to the space due to building code approval for temporary use of a vacant space as a live theater performance space. Sound, noise levels and vibrations by Patrons from inside the Premises shall be at a conversational level and not be audible or discernible off the Premises. Applicant shall keep all exterior doors, windows and retractable roof closed while Live Entertainment is being provided except for normal ingress and egress.

If Premises have doors, windows or retractable roof that open to the exterior, the Applicant shall restrict the inside recorded music to the exterior Hours of Recorded Music (when these doors, windows and retractable roof) are open, and shall not be audible outside the premises. Applicant shall take reasonable measures to ensure that music, noise (excluding unamplified human voice), and vibration generated by the Establishment's operations or equipment are not audible in any residence with its windows and doors closed. This provision does not assign responsibility to the Applicant in a manner that would conflict with the DC Department of Buildings permit regulations, which prohibit structural improvements and only authorize temporary use of the vacant space as a live theater venue.

The Applicant shall be entitled to play recorded music; provided, however, any speakers used in connection with amplified or recorded music, shall be located, directed inward and operated according to a sound plan provided by a professional sound engineer, to ensure that music produced by any amplified or sound recording shall not broadcast to neighboring residences and shall comply with DC noise laws.

8. ***Outdoor advertising, billboards, and signs.*** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visibility of the name or address of a nearby business or residence or a street or traffic sign; or its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impedes pedestrian traffic.

10. ***Public Space and Trash.*** The Applicant shall participate in the building's trash removal and storage program as agreed upon with the building's management. The Applicant will keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and public areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash,

rubbish, cartons, merchandise, or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas. Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash, and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. The Applicant shall store all trash and other waste in odor and vermin proof containers, such containers shall be kept in temperature-controlled areas not visible to members of the public.

11. *Pest Control.* As agreed upon with building management, Applicant shall control pests including rodents, vermin, and insects, on its Premises. The Applicant shall have the Establishment and the area around the Premises thoroughly cleaned at the end of each night to ensure that there is no garbage or odors from the establishment's operations present the following morning. Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary to prevent pests from entering the premises.

12. *Security.* Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public drinking, including, without limitation, at all times, a trained employee on site to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for use of illegal drugs within or about the Premises, maintaining contact and cooperating with Metropolitan Police Department ("MPD") and other enforcement officials if suspected drug activities occur.

Applicant shall take reasonable actions to discourage loitering in the vicinity of the Premises, shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business.

13. *License Ownership and Compliance with Applicable DC Law and Regulations.* The Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement. The Applicant agrees that ANC6D has standing in these matters and may request that the ABCA Board

enforce any alleged violations of this Agreement. Enforcement actions, if any, shall remain at the sole discretion of the ABCA Board and will be governed by applicable laws and licensing policies.

14. **Participation in the Community.** Applicant is encouraged to maintain open communication with ANC6D and the community for which the ANC acts.



15. **Notice and Opportunity to Cure.** If any of the parties is in breach of this Agreement, it shall be entitled to reasonable written notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Theater Alliance
2208 Martin Luther King Jr Ave SE
Washington, DC 20020
Attn: Shanara Gabrielle / Samba Pathak
Phone: 202-241-2539
Email: shanara@theateralliance.org / samba@theateralliance.org

If to ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W-130
Washington, DC 20024
Attn: Chair, ANC6D
Phone: (202) 202 554-1795
Email: 6D@anc.dc.gov

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABCA Board or any other enforcement action.

16. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABCA Board, and in reliance thereupon, the ANC shall refrain from filing a protest to Applicant's ABC license application.
17. **Entire Agreement.** This Agreement is intended to replace in its entirety all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
18. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

ANC6D  _____ Commissioner Gottlieb Simon Chair, ANC6D August 4, 2025 _____ Date:	THEATER ALLIANCE OF WASHINGTON DC  _____ Shanara Gabrielle Executive Artistic Director, Theater Alliance July 29, 2025 _____ Date:
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