

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

In the Matter of:

Washington Georgetown Operations, LLC
t/a citizenM

Applicant for a New
Retailer's Class CH License

at premises
3401 K Street, NW
Washington, D.C. 20007

Case No.: 25-PRO-00117
License No.: ABRA-134047
Order No.: 2025-1176

Washington Georgetown Operations, LLC, t/a citizenM, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Amy Titus, President, The Citizens Association of Georgetown (CAG)

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 2E'S PROTEST**

The Application filed by Washington Georgetown Operations, LLC, t/a citizenM (Applicant), for a New Retailer's Class CH License, was protested by ANC 2E.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated December 8, 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; Commissioner Mimsy Lindner, on behalf of ANC 2E; and Amy Titus, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 10th day of December 2025, **ORDERED** that:

1. The Application filed by Washington Georgetown Operations, LLC, t/a citizenM, for a New Retailer's Class CH License, located at 3401 K Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDoc.com
Donovan Anderson
Key: ac43cb06b0d5f094b730003d1dccc8

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-A, 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 BETWEEN WASHINGTON GEORGETOWN OPERATIONS
LLC; ADVISORY NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS
ASSOCIATION OF GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8th day of December 2025, by and between Washington Georgetown Operations LLC t/a citizenM ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E"), and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

WHEREAS, Applicant has applied for a Retailer's Class C Hotel ABC license (ABRA-134047) with Holiday Extension Endorsement ("License") encompassing the ground level through 8th floor of the building located at 3401-3403 K Street, NW ("Premises");

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this 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. Occupancy.** The Premises' hotel room count shall not exceed 245.
- 3. Interior Hours.**
 - a. The Interior Hours of Operation shall be: 24 hours daily;
 - b. The Interior Hours of Alcoholic Beverage Sales, Service, and Consumption shall be: 10:00am – 2:00am daily.
 - c. Exceptions to the stated hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. On January 1 of each year Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages until 4:00am; and
 - iv. The Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from ANC2E or CAG, to provide extended hours of Entertainment on days when the ABC Board or Council permits extended hours generally for licensees as described in 3(c)(ii) and on January 1 of each year.
- 4. Noise.** Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.

5. Public Space & Trash.

- a. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner.
- b. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests.
- c. Applicant shall ensure that the area from where trash is picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the establishment.
- d. No glass bottles shall be disposed of in exterior receptacles between 10:00pm and 7:00am daily.

6. Cleaning & Pest Control. Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide for routine, and as needed, control of pests and vermin at the Premises.

7. Promoters & Private Events. No third-party promoters will conduct business on the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

8. Notice & Opportunity to Cure. In the event that any of the Parties is 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 or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days and diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Applicant:

Washington Georgetown Operations LLC
3401 K St NW
Washington, DC 20007
Attn: Hotel Manager

with a copy to:

AS Asset Management U.S.A. LLC
25 West 39th Street, 11th Floor
New York, New York 10018
Attn: Legal Department
Email: legalnotices@anotherstar.com

If to ANC 2E:

Advisory Neighborhood Commission 2E
Attention: Mimsy Lindner, SMD 2E05
3265 S Street, NW
Washington, DC 20007
2E05@anc.dc.gov

If to CAG:

Citizens Association of Georgetown
Attention: President
1365 Wisconsin Avenue, NW
Washington, DC 20007
CAGMail@cagtown.com

- 9. Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.
- 10. No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall refrain from filing a protest against the Applicant's License application.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

ADVISORY NEIGHBORHOOD COMMISSION 2E

DocuSigned by:
By: Mimsy Lindner
7E9A5E39B77C473...
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

Signed by:
By: Amy Titus
2D7EDEC9B77F42E...
Amy Titus, President

WASHINGTON GEORGETOWN OPERATIONS LLC

DocuSigned by:
By: Jacobus Schaeffer
867B141C454247D...
Jacobus Schaeffer, Managing Director of Operations