

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

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**In the Matter of:** )  
 )  
CFV Holdings, LLC )  
t/a Caldwell Family Vines )  
 )  
Holder of a )  
Retailer’s Class AI License ) License No.: ABRA-122137  
 ) Order No.: 2024-091  
at premises )  
4221 Connecticut Avenue, NW )  
Washington, D.C. 20008 )  
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CFV Holdings, LLC, t/a Caldwell Family Vines, Applicant

Courtney Carlson, Chairperson, Advisory Neighborhood Commission (ANC) 3F

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that CFV Holdings, LLC, t/a Caldwell Family Vines (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated February 20, 2024, that governs the operations of the Licensee’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Courtney Carlson, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 28th day of February 2024, **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 modifications:

Section 1 (Hours) – The following language shall be removed: “This restriction does not include sale activity outside these hours that does not cause a noise disturbance.”

Section 4 (Public Spaces) – This Section shall be modified to read as follows: “Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood by not keeping items on any public streets, alleys or sidewalks unless permitted by law and preventing customers from queuing outside the establishment in public space.”

Section 5 (Advertising) – This Section shall be modified to read as follows: “Applicants shall refrain from using neon or flashing signage visible from the exterior of the premises, temporary banners, and other advertisements affixed to the exterior of the premises. This provision shall not prohibit the use of a permanent non-illuminated sign advertising the establishment's trade name. Moreover, this provision shall not prohibit the posting of signs required by law.”

The parties have agreed to these modifications.

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

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamusDocs.com  
*Donovan Anderson*  
Key: ac43cb06b6d5f09e4b730003d1dccc8

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Donovan Anderson, Chairperson

eSigned via SeamusDocs.com  
*James Short*  
Key: 547ae373f820d66ac8d1b332dd2049ec

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James Short, Member



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Silas Grant, Jr., 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 and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).

**Government of the District of Columbia**  
**ADVISORY NEIGHBORHOOD COMMISSION 3F**  
*Van Ness ▪ North Cleveland Park ▪ Wakefield ▪ Forest Hills*

3F01 – Marilyn Slatnick  
3F02 – Teri Huet  
3F03 – Mitchell Baer, Treasurer  
3F04 – Claudette David, Vice-Chair  
3F05 – James Tandoric, Secretary  
3F06 – Courtney Carlson, Chair



4401-A Connecticut Ave, N.W.  
Box 244, Washington, D.C. 20008  
commissioners@anc3f.com  
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**SETTLEMENT AGREEMENT**

Made this 20th day of February, 2024, by and between CFV Holdings LLC, t/a Caldwell Family Vines (the “Applicant”) and Advisory Neighborhood Commission 3F (the “ANC or “ANC 3F”),

**WITNESSETH**

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (“ABC”) Board is Applicant’s application to relocate Applicant’s Retailer’s Class “A” (Internet Only) liquor license, License Number ABRA-122137, from its current location at 3521 V Street NE, to the Domaine Storage facilities located at 4221 Connecticut Avenue, N.W., Rear Entry (the “Establishment”) ; and

WHEREAS, both Applicant and the ANC (the “parties”) desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant’s operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below:

***Hours***

1. Applicant’s hours of operation at the Establishment premises for all purposes that cause a noise disturbance (as defined in D.C. Code 25-725) – including deliveries and pick-ups – will be within the hours of 9:00 a.m. to 10:00 p.m. Sunday through Saturday. This restriction does not include sale activity outside these hours that does not cause a noise disturbance.

***Public Spaces***

To the extent Applicant is able to control deliveries and pick-ups, Applicant will make a reasonable effort to:

2. Use off-street parking for dropping off and retrieving product;
3. Restrict vehicle parking, including staff, customers, and vendors to legal parking locations that the Applicant can control.

4. Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.); and

***Advertising***

5. Applicants shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by D.C laws and regulations and those required by law.

***Breach of Agreement / Notifications***

6. Applicant shall manage and operate in a manner consistent with their ABRA license. As such, applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the Establishment and applicable laws and regulations of the District of Columbia in the operation of this establishment.
7. The Parties agree to maintain open communications and agree to endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction with regard to the operation of the Establishment. 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 for which notice has been given, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the Applicant 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 and diligently pursues such cure), failure shall constitute grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be delivered in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:

- a. Caldwell Family Vines  
5028 Wisconsin Avenue, N.W. Suite 100, Washington, DC 20016

With a copy to:

- b. Advisory Neighborhood Commission 3F  
4401-A Connecticut Avenue, N.W, PMB 244  
Washington, D.C. 20008-2322

Notice shall be deemed given as of the time of receipt or refusal of receipt. Any party or their counsel may change its address for the purposes of receiving notice under this Agreement by giving notice in accordance with this section 8.

THEREFORE, in consideration of and in reliance upon the commitments reflected in sections 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for relocation of its Retailer's Class "A" (Internet Only) license to the Establishment facility and address.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

**APPLICANT**

Signature: Barry Caldwell  
ID R8qEg8UktuD8PwA1eSKyzaim

Name: Barry Caldwell

Title: Owner

**ANC 3F**

Signature: Courtney Carlson

Name: Courtney Carlson

Title: Chair, ANC 3F06