

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

In the Matter of:)
)
Big Cheese, LLC)
t/a Comet Pizza)
)
Holder of a)
Retailer’s Class CR License)
)
at premises)
5037 Connecticut Avenue, NW)
Washington, D.C. 20008)
)

License No.: ABRA-074897
Order No.: 2025-132

Big Cheese, LLC, t/a Comet Pizza

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

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 Big Cheese, LLC, t/a Comet Pizza (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated February 18, 2025, 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 Licensee and Chairperson Courtney Carlson, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 12th day of March 2025, **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 – This Section shall be removed.

Section 12 – This Section shall be removed.

Section 13 – This Section shall be modified to read as follows: “Licensee shall be responsible for maintaining the public space bordering the restaurant as required by law.”

The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. 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: ac430b96c9d5f0e4b730093d1dccc8

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.

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 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 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 ▪ Chevy Chase

3F01 – Amy Rofman, Secretary
3F02 – Sue Guzman, Treasurer
3F03 – Mitchell Baer, Vice Chair
3F04 – Claudette David
3F05 – Adrian Iglesias
3F06 – Courtney Carlson, Chair



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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made on this 18th day of February, 2025, by and between Big Cheese, LLC t/a Comet Pizza (the "Licensee") and Advisory Neighborhood Commission 3F ("ANC 3F", and collectively, the "Parties").

WITNESSETH

WHEREAS, the Licensee holds a Class "CR" alcoholic beverage license for the property located at 5037 Connecticut Avenue, NW, Washington, DC 20008, ("the Establishment").

WHEREAS, the Parties previously entered into a settlement agreement ("Existing Agreement") pursuant to D.C. Code § 25-446, governing the operation and maintenance of the Establishment in such a manner as to minimize the effect on (1) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic.

WHEREAS, the Parties wish to amend and restate the Existing Agreement.

WHEREAS, the parties request that the Alcoholic Beverage and Cannabis Board ("ABCA Board") approve the amended and restated Agreement contained herein.

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

1. Licensee shall operate a bona fide restaurant on the premises.
2. The restaurant shall have a maximum of 120 seats for the exclusive use of dining patrons, including up to 15 seats at the bar.
3. Licensee's hours of operation may be from 10:00 AM through 2:00 AM Monday through Thursday and 10 AM through 3 AM Friday through Sunday with last call 30 minutes prior to closing.
4. Licensee may have an outdoor seating patio with alcohol service, but its hours of operation shall be restricted to 10 AM - 12 midnight Monday through Sunday. The Licensee may not seat any new patrons at the patio seating past 10 PM.

5. Licensee shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Licensee and not be able to purchase food from the Licensee.
6. Licensee shall respond to any complaint made by a resident in the immediate neighborhood within 48 hours.
7. Licensee shall be permitted to present live or recorded music inside the restaurant during food and alcoholic beverage service hours; provided, however, that no doors to the exterior of the restaurant shall be propped open after 10 PM when music is being played in the restaurant.
8. Licensee may have entertainment until 30 minutes prior to closing; but will ensure compliance with the DC Noise Control Act. In addition, any evening that entertainment will run past 11 pm, Licensee agrees to employ a security individual to assist in any noise infractions.
9. Licensee will make available to all surrounding neighbors a direct phone number where they can be reached in the event of any complaints or concerns.
10. Licensee will post no signs advertising liquor sales, happy hours, or the like.
11. Licensee shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Licensee shall ensure that its trash is removed in a timely manner. Licensee shall ensure that trash receptacles remain closed and free of vermin at all times. Licensee will limit noise when disposing of trash and bottles in the receptacles.
12. Licensee shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odor.
13. Licensee shall be responsible for maintaining the public space bordering the restaurant.
14. Licensee shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) comply with 20 DCMR § 2801.
15. An ABCA licensed manager, conversant with all aspects of this agreement, shall be on site at Licensee's premises during all hours of operation.

16. The parties further agree that any failure of Licensee to adhere to the foregoing commitments would constitute grounds for the ANC to file a complaint with the ABCA Board in accordance with D.C. Official Code § 25-447.
17. The parties further agree that this Agreement shall supersede and replace any previous agreements entered into by and between the parties, in their entirety.

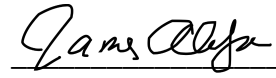
The amended and restated settlement agreement was approved by ANC 3F with all five Commissioners who were present voting in favor and zero opposed at the duly noticed meeting on February 18, 2025.



Courtney Carlson
Chair, ANC 3F

IN WITNESS WHEREOF, the Licensee has affixed hereunto its hands and seals on the year and day first above written.

LICENSEE

A handwritten signature in cursive script that reads "James Alefantis". The signature is written in black ink and is positioned above a horizontal line.

Big Cheese LLC

James Alefantis, Owner