

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

In the Matter of:)
)
E & C, Inc.)
t/a Los Caballeros Restaurant)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
308 Pennsylvania Avenue, SE)
Washington, D.C. 20003)
)

License No.: ABRA-125021
Order No.: 2023-401

E & C, Inc., t/a Los Caballeros Restaurant, Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that E & C, Inc., t/a Los Caballeros Restaurant (Applicant), Applicant for a New Retailer’s Class CR License and ANC 6B have entered into a Settlement Agreement (Agreement), dated July 15, 2023, 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 Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 26th day of July 2023, **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; and
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: ac43c296266d5f9e4673003016ccc9

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5476c372c73209c6c6c411332942f49e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 25623fced7be149d7f4b73bd7f176203

Bobby Cato, Member

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9d040ec14adeb52541ca5

Edward S. Grandis, 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 14th 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).

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B**

and

E & C Inc. d/b/a Los Caballeros

Pursuant to this Settlement Agreement, ("Agreement"), by and between E & C Inc. d/b/a Los Caballeros ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 308 Pennsylvania Avenue, SE Washington, DC 20003 ("Premises").

WHEREAS, the Premises is within the bounds of ANC6B and the Applicant has applied for a Retailers' Class "C" Restaurant License (ABRA-125021) ("License") with an Endorsement for Live Entertainment and an Endorsement for the carryout or delivery of alcohol which is now pending before the D.C. Alcoholic Beverage and Cannabis Administration ("ABCA");

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood; and,

WHEREAS, this Agreement is intended to replace in its entirety any and all previously-existing Agreements between the Parties, and all such previous Agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated Restaurant ("Establishment") with endorsements for a sidewalk café at the Premises. Applicant currently seeks a total of up to 74 seats inside the Establishment and a total occupancy of 80 patrons. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons agreed to in this SA or that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation, Sales, Service, and Consumption. Applicant's hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

The Hours of Operation of the Establishment:

Sunday through Saturday: 8:00 a.m. – 12:00 a.m. Midnight

Hours of Sales, Service, and Consumption on the interior of the Establishment:

Sunday through Saturday: 8:00 a.m. – 12:00 a.m. Midnight

Hours of Live Entertainment only on the interior of the Establishment:

Sunday through Saturday: 6:00 p.m. – 12:00 a.m. Midnight

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. In addition, the Licensee may apply for a one-day substantial change, without objection from the ANC, to be allowed to offer entertainment inside the establishment. Applicant must submit, as required by regulation, any forms or documents to ABRA and gain approval for such extended hours of service and entertainment. These extended hours apply only to the hours of operation of the interior of the Establishment.

4. Refuse Storage and Disposal. Applicant shall utilize and maintain rodent-resistant receptacles capable of being fully closed with tight-fitting lids at the designated trash storage area on the exterior of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Further, Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises.

In order to minimize the impact of the Establishment on local residents and to prevent confusion in a shared trash storage area, Applicant agrees to label trash, recycling, and grease receptacles with the name of the Establishment and adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the exterior trash storage area:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste a minimum of 3 days per week and recycling a minimum of 3 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 8:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends. Further, no glass shall be dumped in any exterior receptacle nor otherwise disposed of between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant’s establishment until at least 7:00 a.m. the following day;
- c. No garbage or recyclables may be placed in exterior trash receptacles in a manner that prevents the full closure of such receptacles. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing;
- d. In the event that garbage receptacles reach their capacity, Applicant shall store any excess garbage inside the Applicant’s Premises until at least 7:00 a.m. the following day to ensure that the exterior receptacles are fully closed and secured overnight;

- e. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;
- f. Applicant will check the trash storage area and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- g. Applicant shall not store or place any foodstuffs, kegs, firewood, or other supplies or goods of any type outside of the Premises or on other public space not designated for such purpose at any time;
- h. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced;
- i. Applicant agrees to join in any coordinated effort with the adjacent neighbors to address any rodent issues regardless of the source of such issues; and,
- j. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.

5. Noise Mitigation. No objectionable noises, sounds, or other conditions that are publicly observable or emitted beyond the front curb of the Establishment will be created by Applicant. Applicant specifically agrees that it shall not produce any sound, noise, or music by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument of such intensity that it may be audible beyond the rear property line or in the contiguous physical block on which the Premises is located. Live Entertainment shall not be permitted in public space unless as part of an organized, permitted special event.

Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible beyond the front curb of the Establishment. Applicant agrees to keep its doors and windows closed when Entertainment is being provided within the Establishment. Applicant shall not install, permit or utilize speakers or other amplification device to project music outside of the Premises. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at a volume that is not audible beyond the front curb of the Premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

6. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of filters and related exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and quantity of cooking undertaken. Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

7. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement on the interior and around the exterior of the Premises (including the trash storage area). Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from an ABC Inspector or ABCA Board.
8. Restrictions on Use of Points for Access/Egress. Applicant shall notify commercial delivery vendors to park in designated parking zones for deliveries of food or restaurant supplies. In no event shall Applicant encourage or permit commercial third party vendors to park a delivery truck in a manner that blocks access to the parking lot. Applicant will notify commercial delivery vendors about the above prohibition.
9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit the sale of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.
10. Compliance with Agency Regulations. Applicant understands and promises to maintain compliance with all DC laws and regulations. Specifically, Applicant will comply as otherwise required by law in all material respects to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.
11. Notice and Opportunity to Cure. In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. ANC 6B will notify NAME: Cristopher Caballero, TITLE Vice President, [EMAIL: Caballerogepps@gmail.com], via electronic mail of any alleged violations. If Applicant refuses or fails to commence the cure or diligently pursue a cure within the 10-day period, such refusal or failure shall constitute a cause for requesting a formal investigation, or other measures allowed by the ABC Board pursuant to D.C. Code § 25-447. If, however, a breach reasonably requires more than 10 days to cure, Applicant will notify the other parties with a timeline for commencing the cure and addressing the breach.

Settlement Agreement

ANC 6B

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

E & C Inc. d/b/a Los Caballeros
ABRA# 125021
308 Pennsylvania Avenue, SE
Washington, DC 20003

Cristopher Caballero, Owner / Operator

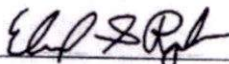
E-mail: Caballerojepsa@gmail.com

Signature: 

Date: 07/14/23

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Edward Ryder, Chairperson

Signature: 

Date: 7-15-2023