THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD

In the Matter of:)		
)		
Lahlou Restaurant Group, LLC)		
t/a Lupo Pizzeria)		
-)	Case No.:	25-PRO-00067
Applicant for Renewal of a)	License No.:	ABRA-113994
Retailer's Class CR License)	Order No.:	2025-840
)		
at premises)		
1908 14th Street, NW)		
Washington, D.C. 20009)		

Lahlou Restaurant Group, LLC, t/a Lupo Pizzeria, Applicant

Joe Florio, Chairperson, Advisory Neighborhood Commission (ANC) 2F, Protestant

BEFORE: Donovan Anderson, Chairperson

Teri Janine Quinn, Member

Ryan Jones, Member David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 2F'S PROTEST

The Application filed by Lahlou Restaurant Group, LLC, t/a Lupo Pizzeria (Applicant), for Renewal of its Retailer's Class CR License, was protested by ANC 2F.

The official records of the Board reflect that the Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated July 18, 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 Joe Florio, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 30th day of July 2025, **ORDERED** that:

- 1. The Application filed by Lahlou Restaurant Group, LLC, t/a Lupo Pizzeria, for renewal of its Retailer's Class CR License, located at 1908 14th Street, NW, Washington, D.C., is **GRANTED**;
- 2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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 v.a SeamlessDocs.com

Donovan Anderson

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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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 18th day of July 2025, by and between Lahlou Restaurant Group LLC, DBA Lupo Pizzeria ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

Whereas Applicant has applied for a renewal of a Class C Restaurant alcoholic beverage license (the "License"), (License Number ABRA-113994) for a business establishment ("Establishment") located at 1908 14th Street NW, Washington, DC 20009 (the "Premises"); and.

Whereas Applicant and ANC 2F desire to enter into this Settlement Agreement ("Agreement") to address concerns related to piece, order, and quiet and to eliminate the need for a Protest Hearing regarding the Applicant's License application,

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. <u>Recitals Incorporated</u>. The recitals set forth above are incorporated herein by reference.
- 2. <u>Nature of the Business</u>. The applicant will manage and operate a restaurant. Any substantial change from this model shall require prior approval by the ABC Board. The applicant acknowledges that the license includes no entertainment endorsement and that the license does not include the operation of a sidewalk café.

3. Hours

A. <u>Hours of Operation</u>. It is understood that upon expiration of the below hours of operation, no patron may remain on the Premises. Applicant's hours of operations will not exceed the following:

Sunday: 10 am-2 am
Monday: 8 am-2 am
Tuesday: 8 am-2 am
Wednesday: 8 am-2 am
Thursday: 8 am-2 am
Friday: 8 am-3 am
Saturday: 8 am-3 am

B. <u>Hour of Sales, Service & Consumption</u>. Applicant's hours of sales, service and consumption of alcoholic beverages will not exceed the following:

Sunday: 10 am-2 am
Monday: 8 am-2 am
Tuesday: 8 am-2 am
Wednesday: 8 am-2 am

Thursday: 8 am-2 am Friday: 8 am-3 am Saturday: 8 am-3 am

- 4. Exceptions to Standard Hours. Exceptions to the standard hours shall be granted for:
 - A. 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);
 - B. 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;
 - C. And, on January 1 of each year Applicant may operate for one additional hour.
- 5. <u>Noise</u>. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the Establishment. Applicant will not install any exterior speakers to the Establishment or position speakers directing sound outside the Establishment.
- 6. <u>Public Space and Trash</u>. Applicant shall keep the sidewalk (up to and including the curb), tree boxes, and alley free of litter, bottles, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.
- 7. Outdoor Advertising, Billboard and Signs. The applicant shall not display and position portable marketing and advertising in the public space, including flags and feather flags (vertical flag banners). Placement of sandwich boards should be consistent with Department of Transportation guidelines on the placement of A-Frame and other portable signs in public space, which ensure unobstructed space for pedestrians. To the extent permitted by law, flags and other decorations shall be permitted during the weekend of the annual Pride parade.
- 8. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and always sealed when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within the building until the morning of the scheduled pick-up. Applicant shall require its trash and recycling contractors to pick up trash and materials no earlier than 7 am and no later than 9 am. Promptly, after the trash is picked up, the empty container(s) will be brought back inside. In no event should the container(s) be left on the sidewalk after 11 am. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 pm.

- 9. <u>Rat and Vermin Control</u>. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
- 10. <u>Cooperation in Stemming Illegal Activity in the Vicinity of the Premises</u>. To the full extent permitted by law, the Applicant will discourage illegal activities inside the Establishment. The Applicant will use commercially reasonable efforts to prohibit illegal or disruptive activities in the vicinity of the Establishment and will maintain contact with the MPD and ABCA as appropriate.
- 11. <u>Agreement Available Upon Demand</u>. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage & Cannabis Administration inspectors upon request.
- 12. <u>Compliance with ABCA Regulations</u>. Applicant shall abide by applicable Alcoholic Beverage and Cannabis ("ABCA") regulations regarding ownership of the License.
- 13. <u>Participation in the Community</u>. Applicant is encouraged to send a representative from time to time to meetings of the Alcohol/Cannabis Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABCA issues. Dates and times can be found at www.ANC2F.org.
- 14. <u>License Ownership</u>. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage & Cannabis Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
- 15. <u>Binding Effect</u>. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
- 16. <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17. Notice and Opportunity to Cure. If ANC 2F considers the Applicant to be in breach of this Agreement, ANC 2F will give the Applicant 10 calendar days' notice and opportunity to cure the breach. If the Applicant fails to cure the breach during those 10 calendar days, such failure will constitute cause for ANC 2F to file a complaint with the ABCA. Issues related to the use of public space without a public space permit may be immediately brought to the attention of the Department of Transportation, without the application of a 10-day cure period. Issues related to trash receptacles left outside on the sidewalk beyond the times for trash collection as per paragraph 8 may be brought to the attention of DPW, without the application of a 10-day cure period. Issues related to any notices required to be made under the Agreement will be made in writing and sent via email to the Parties' or their designated representatives at the addresses below:

If to Applicant: Med Lahlou

medlahlou@medlahlou.com

202.230.6053

If to the ANC: Advisory Neighborhood Commission 2F

5 Thomas Circle, NW Washington, DC 20005

2F@anc.dc.gov

Either party may change its notice address by written notice to the other. 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 ABC Board or any other enforcement action except otherwise as noted in paragraph 17.

ADVISORY NEIGHBORHOOD COMMISSION 2	SSION 2	MMIS	COI	BORHOOD	NEIGHB)RY	VISO	AD۱
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-,.	Joe Florio, ANC 2F Chairperson	

The Applicant

Lahlou Restaurant Group, LLC

By: Med Lahlou