

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

In the Matter of:

Miss Toya's Southern Cajun Kitchen, LLC)
t/a Miss Toya's Southern Cajun Kitchen)

Applicant for a Renewal of a)
Retailer's Class CR License)

at premises)
3216 Pennsylvania Avenue, SE)
Washington, D.C. 20020)

Case No.: 25-PRO-00032
License No.: ABRA-120812
Order No.: 2025-738

Miss Toya's Southern Cajun Kitchen, LLC, t/a Miss Toya's Southern Cajun Kitchen,
Applicant

Keith R. Hasan-Towery, Commissioner, Advisory Neighborhood Commission (ANC) 7B,
Protestant

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 7B'S PROTEST**

The Application filed by Miss Toya's Southern Cajun Kitchen, LLC, t/a Miss Toya's Southern Cajun Kitchen (Applicant), for Renewal of its Retailer's Class CR License, was protested by ANC 7B.

The official records of the Board reflect that the Applicant and ANC 7B have entered into a Settlement Agreement (Agreement), dated May 29, 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 Commissioner Keith R. Hasan-Towery, on behalf of ANC 7B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 7B of this Application.

Accordingly, it is this 25th day of June 2025, **ORDERED** that:

1. The Application filed by Miss Toya's Southern Cajun Kitchen, LLC, t/a Miss Toya's Southern Cajun Kitchen, for renewal of its Retailer's Class CR License, located at 3216 Pennsylvania Avenue, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7B in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 1 (Recitals Incorporated) – The Section shall be removed.

Section 2 (Nature of the Business) – This Section shall be modified to read as follows: “the Applicant will manage and operate a "C" Class Restaurant or other license issued by the Board in accordance with the terms and conditions of that license.”

The parties have agreed to these modifications.

4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements between the Parties; and.
5. 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: ac43cb06c0d5f094b730003d1dccc8

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).

Advisory Neighborhood Commission 7B

Hillcrest
Greenway
Penn Branch
Fairfax Village
Randle Highlands



Twining
Fairlawn
Fort Davis
Dupont Park
Naylor Gardens

Settlement Agreement By and Between Advisory Neighborhood Commission 7B and Miss Toya's Southern Cajun Kitchen, LLC

Protestant

Advisory Neighborhood Commission 7B
PO Box 36002
Washington, DC 20020

Applicant

Miss Toya's Southern Cajun Kitchen, LLC
3200 Pennsylvania Ave. SE
Washington, DC 20020

This Settlement Agreement ("Agreement") is made on this XX day of May, 2025 by Single Member District Representative of 7B04, Keith R. Hasan-Towery and between Miss Toya's Southern Cajun Kitchen, LLC (Trade Name: Miss Toya's Southern Cajun Kitchen), License Number ABRA-120812 ("Applicant"), and ANC 7B ("Protestant"), (collectively, the "Parties").

Whereas, Applicant has applied for a License Class "C" License Number ABRA-120812, for a business establishment ("Establishment") located at 3216 PENNSYLVANIA AVENUE SE, WASHINGTON, DC 20020;

Whereas, Protestant is ANC 7B, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

Whereas, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement.

Whereas, ANC 7B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

Resolved, 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. Nature of the Business. The Applicant will manage and operate a “C” Class Restaurant serving ?.

3. Hours of Operation and Sales. The Applicant’s hours of operation shall be as follows:

Hours of Operation Inside of the Premises

- a. Sunday-Thursday: 11 :00 am to 11 :00 pm
- b. Friday - Saturday: 1100 am to 12:00 pm.

Additionally:

- c. The applicant's kitchen facilities shall remain open with full menu service for a minimum of one (1) hour before closing.
- d. Alcohol service shall end 30 minutes prior to closing; however, patrons shall be permitted to finish or consume any alcoholic beverages purchased before the end of last call until the close of business.
 - i. 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, the applicant may avail itself of such extended hours; and
 - iii. On January 1 of each year, the Applicant may operate for one additional hour.

These hours will be clearly posted, and any deviations will be properly communicated via social media and visibly displayed at the entrances.

4. Floors Utilized and Occupancy. The Applicant will operate its establishment on the ground-level floor(s) of the building. The Establishment will have no more than 80 seats (not including staff seating), and its maximum occupancy shall not exceed 100 patrons. The establishment acknowledges that it must seek a special permit for outdoor sidewalk café seating. The maximum setting for a sidewalk café is no more than 10 seats, unless the District of Columbia government suspends such restrictions for specific events (e.g., Art All Night).

5. Noise and Privacy. 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 within the adjacent residential properties. The applicant agrees to keep their doors and windows closed when live music is being played at the establishment. If necessary, the Applicant will take reasonable steps to reduce noise emanating from the Establishment upon opening or closing the entry or exit doors.

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, twelve inches into the street, clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal



7. Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in an area not visible from the street. The applicant shall ensure that the area around the dumpster is kept clean at all times and that the dumpster is placed so as not to encroach on the abutting property owners and to prevent any garbage from being placed on the abutting property.

8. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning.

9. Security Cooperation in Stemming Illegal Drugs and Public Drinking. Protestants are concerned that the large capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This provision requires the Applicant to provide an appropriate number of hospitality staff during live entertainment or special events inside the Establishment. These staff members shall be responsible for ensuring the safety of patrons and facilitating their orderly and quiet departure from the building.

10. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

11. Notice and Opportunity to Cure. In the event that any party is in breach of this Agreement, it shall be entitled to reasonable notice and an 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 be provided for a cure within 30 days of the date of such notice. If Applicant or the licensee 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 a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:



If to Applicant

Miss Toya's Southern Cajun Kitchen, LLC
Attn: Jeffeary Miskiri
3216 Pennsylvania venue, SE
Washington, DC 20020
202-910-8348

If to Protestant

Advisory Neighborhood Commission 7B
Attn: Keith R. Hasan-Towery, Treasurer
PO Box 36002
Washington, DC 20020
240-340-2198

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.

11. Public Transparency. Applicant agrees to post the following information in the agreed upon locations:

- A. Settlement Agreement. Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC License.
- B. Business Hours. The applicant agrees to post business hours at the storefront and online and will make a reasonable effort to abide by the posted hours.
- C. Drinking age and ID requirements. Applicant agrees to post a notice kept in good repair and visible from the bar, a sign which states:
 - a. The minimum age requirement for purchase of alcohol;
 - b. The obligation of the patron to produce a valid identification document in order to purchase alcohol.

12. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

13. Signatures of Parties involved:**Protestant:****Applicant:**

Keith R. Hasan-Towery, Treasurer
Advisory Neighborhood Commission 7B



Dontrell Smith
Miss Toya's Southern Cajun Kitchen, LLC

5/29/25
Date Signed

5/29/25
Date Signed

