

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:** )  
 )  
Mola Empanada, LLC )  
t/a Mola Empanada )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
2438 18th Street, NW )  
Washington, D.C. 20009 )  
\_\_\_\_\_ )

License No.: ABRA-123761  
Order No.: 2023-163

Mola Empanada, LLC, t/a Mola Empanada, Applicant  
  
Peter Wood, Chairperson, Advisory Neighborhood Commission (ANC) 1C  
  
Denis James, President, Kalorama Citizens Association (KCA)

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Mola Empanada, LLC, t/a Mola Empanada (Applicant), Applicant for a new Retailer's Class CR License, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated March 1, 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; Chairperson Peter Wood, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 29th day of March 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 Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac43c2b7b9d5f0e4c730003d1eccc9

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ac3725220e6a8c1b332c2943e7

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 2b6d3fca7b61e0d7f4b75bc7917e20c7

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82:729315509447471256f9c2a41e057

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5d27bda7f1970403ec14adeb52541ce5

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 Regulation 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).

**SETTLEMENT AGREEMENT CONCERNING ISSUANCE  
OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 1st day of March, 2023, by and among Mola Empanada, LLC, t/a Mola Empanada, (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), (collectively, the "Parties"), witnesseth:

**Whereas**, Applicant has applied for a Retailer's Class "C" Restaurant license (CR-01), to be located at 2438 1/2 18th Street, NW, license number ABRA-123761.

**Whereas**, the restaurant is located within the boundaries of ANC 1C and KCA.

**Whereas**, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C and KCA agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Nature of Establishment**

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections shall be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available during all hours of operation. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.

**2. Hours of operation shall not exceed:**

Sunday-Thursday: 8:00 am - 2:00 am, Friday and Saturday: 8:00 am - 3:00 am

Hours of alcoholic beverage sales, service and consumption:

Sunday-Thursday: 11:00 am - 2:00 am, Friday and Saturday: 11:00 am - 3:00 am

Applicant agrees to amend its application to the Board to reflect the hours stated above.

The Applicant understands that it is not a requirement to operate or serve during the hours stated above, but may do so at its discretion.

Last call shall be announced 1/2 hour before closure each night of operation. Final alcoholic beverages shall be delivered to patrons no later than 20 minutes before closure each night of operation.

Applicant agrees that there is no carry-out/delivery endorsement for alcoholic beverages at the establishment.

**3. Occupancy:** The seating capacity shall be 10.

**4. Noise.** Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

(c) Sound from inside will not be audible in residential housing units.

**5. Trash/Garbage/Rodents**

Applicant agrees to paint the establishment name on their trash, recycling and grease containers.

(a) Applicant shall maintain at least three days per week of regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Should additional trash pick-ups be needed, Applicant agrees to contact their trash service and arrange for additional pick-ups. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose, and maintain the services of a grease removal company.

(d) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

**7. Exterior including public space**

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

**8. Third Party Events.** Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not use promoters in any connection with the establishment.

**9. Bar/Pub Crawls.** Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

**10. Consideration of Neighbors**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

**11. Modification**

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

**12. Regulations**

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

**13. Availability of Settlement Agreement**

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

Signature page follows

For Mola Empanada

By: J'Nae M. White 02/28/2023  
Signature above Date

J'Nae M. White, Owner  
Print name and title above

For Advisory Neighborhood Commission 1C

By: [Signature] 1 March 2023  
Signature above Date

Peter Wood, ANC 1C Chairperson  
Print name and title above

For Kalorama Citizens Association

[Signature]  
2-28-2023  
Date  
Denis James, President