

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

<b>In the Matter of:</b>	)	
	)	
New Queens Cafe, LLC	)	
t/a Queens Cafe	)	
Applicant for a New	)	Case No.: 23-PRO-00067
Retailer's Class DR	)	License No.: ABRA-124807
	)	Order No.: 2023-504
at premises	)	
2405 18th Street, NW	)	
Washington, D.C. 20009	)	
	)	

New Queens Cafe, LLC, t/a Queens Cafe, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Denis James, Designated Representative, on behalf of a Group of Three or More Individuals,  
Protestant

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

---

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL  
OF THE GROUP OF THREE OR MORE INDIVIDUALS' PROTEST**

---

The Application filed by New Queens Cafe, LLC, t/a Queens Cafe, (Applicant), for a new Retailer's Class DR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on August 14, 2023, and a Protest Status Hearing on September 20, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and a Group of Three or More Individuals entered into a Settlement Agreement (Agreement), dated October 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 and Denis James, John Lawrence Hargrove, and Jean Stewart, on behalf of the Group of Three or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Three or More Individuals.

Accordingly, it is this 4th day of October 2023, **ORDERED** that:

1. The Application filed by New Queens Cafe, LLC, t/a Queens Cafe, for a new Retailer's Class DR License, located at 2405 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Three or More Individuals in this matter is hereby **WITHDRAWN**;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 via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac43c3b9826c45f59e4b730009a142cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 5476c3725220c6ac6d1b3325c2946c

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 2d6c2fa2fba16d67f4575cd7917d2c3

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 821726912509447491b569c7a41829

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda71f9f0040ec14d4eb52541ce5

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 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 October, 2023, by and among New Queens Cafe, LLC, t/a Queens Cafe (hereinafter "Applicant"), and John Lawrence Hargrove, Denis James and Jean Stewart, (hereinafter, the "protestants") witnesseth:

**Whereas**, Applicant has applied for a Retailer's Class "D" Restaurant license, to be located at 2405 18th Street, NW, license number ABRA-124807.

**Whereas**, the three protestants are residents of Adams Morgan, they each used the same grounds for their protests and the proposed restaurant is located in a moratorium zone, thus satisfying the requirements of § 25-601(a)(2).

**Whereas**, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of the protestants and to include this Agreement as a formal condition of its application to the Alcoholic Beverage and Cannabis Administration ("ABCA"). The protestants agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage and Cannabis 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.
- 2. Inside hours of operation shall not exceed:** Sunday-Thursday: 2:00 pm-2:00 am;  
Friday & Saturday: 2:00 pm-3:00 am

The parties agree that there is no Sidewalk Cafe at the time of application.

Exceptions to the stated hours shall be granted for:

- a.) On days designated by the ABC Board as "Extended Hours for ABC Establishments" 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 further extended operating hours for specific occasions, Applicant may avail itself of such extended hours.
- c.) On January 1st of each year the Applicant may operate until 4 am.
- d.) There shall be no 24 hour per day (overnight operation) at the establishment under any circumstances.

Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement and/or to add Entertainment as part of a One-Day Substantial Change Permit.

3. **Inside Occupancy:** There shall be a total occupancy load of 54 at the establishment.

4. **Entertainment** at the establishment shall be limited to a DJ, on Friday and Saturday nights from 10 pm until closing as well as the days designated by the Board as "Holiday Extension of Hours", in accordance with Section 2 of this agreement.

5. **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 DC Official Code, section 25-725. Noise occasioned by normal opening of entrance and exit doors for the purpose of ingress and egress shall not be considered a violation. Further, the Applicant agrees to abide by all relevant provisions of the DC Noise Control Act of 1977 (DC 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.

6. **Trash/Garbage/Rodents**

(a) Applicant shall maintain a trash pickup schedule of two days per week, regularly remove trash from the trash and dumpster area, and keep the trash and dumpster area clean. Should additional trash pick-ups be needed, Applicant shall contact its trash service to arrange additional pick-ups. Applicant shall deposit trash and garbage only in rodent-proof containers and shall see that container covers fit properly, remaining fully closed except when trash or garbage is 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.

**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 to a minimum 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.

**12. Training.**

All staff serving alcoholic beverages will undergo alcohol awareness training to identify and prevent overconsumption.

**13. Intent**


It is not the intent of the Protestant signatories to this Settlement Agreement that the Licensee party to said agreement be double-charged for any infraction that arises from enforcement of this agreement.


**14. 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.

For New Queens Cafe, LLC


Group of Three Individual Protestants

By:   
ID wE1EeCnYkn18fhkZk1TqvpSj

  
ID YCpKHZupMGCdxTB9yS15xZPb

Nadi Fatah Date

John Lawrence Hargrove Date

  
ID vHSqwjpma1NwJLsvSK3BF3cj

Denis James Date

Jean Stewart

ID cJyoHDLBgAPwIQDhw75KEfS

---

Jean Stewart

Date