

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

In the Matter of:)	
)	
M & S Restaurant, LLC)	
t/a Station 4)	
)	
Holder of a)	License No.: ABRA-112252
Retailer's Class CR License)	Order No.: 2025-675
)	
at premises)	
1101 4th Street, SW)	
Washington, D.C. 20024)	
)	

M & S Restaurant, LLC, t/a Station 4

Gottlieb Simon, Chairperson, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that M & S Restaurant, LLC, t/a Station 4 (Licensee) and ANC 6D have entered into a Settlement Agreement (Agreement), dated May 9, 2025, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Gottlieb Simon, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 4th day of June 2025, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee'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: ac43cb06c09d5f094b730003d1dccc8

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.

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 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 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).

★ ★ ★ Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: (202) 554-1795
6D@anc.dc.gov

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 9th day of May 2025, by and between APPLICANT (“Applicant”), at 1101 4th St. SW, Washington, DC 20024 ABRA License # 112252 and Advisory Neighborhood Commission 6D (“the ANC”), (collectively, the “Parties”).

PREAMBLE

Through this Agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has applied for a Class “C” Alcohol License for a restaurant establishment (“Establishment”); [and serving spirits, wine, and beer,] [with a Summer Garden located at,] [and an Entertainment endorsement to include music.]

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of the ANC filing a protest against Applicant’s pending ABC License application, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage and Cannabis Board (“ABCA Board”); to be a substantial change requiring the ABCA Board’s approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABCA Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of Business.*** The Applicant will manage and operate a restaurant Establishment serving food and alcoholic beverages with indoor seating and Summer Garden and live entertainment and cover charge inside the premise only endorsement. There is no streatory, sidewalk café, manufacturer on-site sales and consumption, games of skill, sports wagering, off-site storage, alcohol carry-out and delivery, pub or tasting permit, or dancing endorsement.
3. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment on the 4200 square feet of the ground floor of the building. The Certificate of Occupancy will state the seating and occupant load. However, the Establishment will not exceed a total occupancy load of **209**, which is inclusive of **139** seats indoors and **70** seats for the Summer Garden.
4. ***Hours of Operation and Sales.***
 - a. The Applicant's Hours of Operation, Sales, Service and Consumption of Alcoholic Beverages shall not exceed:

Monday through Thursday 10 am – 2 am, with private contractual events permitted 10 am – 2 am.
Friday through Sunday 10 am – 3 am.
 - b. Applicants' Interior Hours Live Entertainment (**inside the premises only**) shall not exceed:

Monday through Sunday 10 am -1:30 am, with private contractual events permitted 10 am – 1:30 am
 - c. Applicants' Exterior Hours of Operations, Sales, Service & Consumption of Alcoholic Beverages with Summer Garden windows and retractable roof open shall not exceed:

Sunday through Saturday 10 am – 12 am.

- d.* Applicants' Exterior Hours of Operations, Sales, Service & Consumption of Alcoholic Beverages with Summer Garden windows and retractable roof closed shall not exceed:

Monday through Sunday 10 am – 12 am.

- e.* Applicants' Exterior Hours of recorded music shall not exceed:

Monday - Friday 11 am – 12 am.

Saturday– Sunday 10 am – 12 am

- f.* Provided that:

- i.* On days designated by the DC ABCA Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided.
- ii.* In the event the Council of the District of Columbia or the ABCA Board grants licenses in general extended operating hours, applicants may avail themselves of such extended hours.
- iii.* On January 1 of each year applicants may operate until 4:00 a.m. The ANC will not object to Applicant applying for a One Day Substantial Change, in accordance with District law, to extend the hours of Entertainment on the interior premises until 15 minutes prior to closing on evenings that fall within the exceptions to the standard hours.
- iv.* 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.
- v.* Consistent with ABCA Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the Premises.

5. ***Prohibited Practices.*** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise. The Applicant agrees to not modify any existing structures which would significantly alter capacity or build any new permanent structures of any sort either adjacent to or separate from the Applicant's physical address during the license period. Premises shall not have a dance floor.

The Applicant shall not sell and serve alcohol on a ground floor or street level outdoor public or private space not listed on its existing alcohol license; serve alcohol in outdoor public space such as the sidewalk outside an establishment; install or operate electronic game of skill devices; install or operate sports

wagering devices or kiosks; store invoices and records of alcoholic beverage purchases in a location off the licensed Premises; sell beer, wine, and spirits for carry-out and delivery; or manufacture beer, wine, or spirits on or adjacent to its licensed Premises for off-premises consumption.

No alcoholic beverages purchased from the Applicant's Establishment by a consumer shall be permitted to leave the premises. The Applicant does not have an Alcohol Carry-out and delivery Endorsement.

6. ***Exterior Area.*** If applicable, the Summer Gardens shall be bordered with appropriate barriers to delineate them from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques and the Applicant shall ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons are contained within the Summer Gardens and does not extend into the pedestrian walkway.
7. ***Parking and Delivery Arrangements.*** It is a concern of ANC6D that the Applicant's operation of the Establishment does not create or exacerbate parking or queuing problems within ANC6D. The Applicant shall inform patrons (including on Applicant's website and at the time of reservations) of public transportation, biking, and ride share options, on 4th St SW in order to distribute patron arrivals and lessen queuing and congestion on side alleys.

Applicant shall take all reasonable steps to ensure that deliverers use the properly marked unloading zones, and the retail loading dock located behind 1101 4th St SW, DC 20024 and that all deliveries will be taken into the Applicant's facility or protected loading dock area within one half hour of delivery, and that the Applicant shall not knowingly accept deliveries from vendors parked illegally.

8. ***Noise and Privacy.*** Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making reasonable architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment are not audible and/or felt in any residential premises other than the Establishment provided in D.C. Code § 25-725. Sound, noise levels and vibrations from inside the Premises shall be at a conversational level and not be audible or discernible off the Premises. Applicant shall keep all exterior doors, windows and retractable roof closed, including Summer Garden, while Live Entertainment is being provided except for normal ingress and egress.

If Premises have doors, windows and retractable roofs that open to the exterior, including the Summer Gardens, the Applicant shall restrict the inside recorded music to the exterior Hours of Recorded Music when these doors, windows and retractable roof are open, and shall not be audible outside the premises. Applicant shall take reasonable measures to

ensure that music, noise (excluding unamplified human voice), and vibration from the Establishment are not audible in any residence with its windows and doors closed.

The Applicant shall be entitled to play recorded music provided, however, any speakers used in connection with amplified or recorded music, including any speakers in the Summer Garden, shall be located, directed inward and operated according to a sound plan provided by a licensed professional sound engineer, to ensure that music produced by any amplified or sound recording shall not broadcast to neighboring residences and shall comply with DC noise laws and not be audible in a residence with its windows and doors closed.

9. ***Outdoor advertising, billboards, and signs.*** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visibility of the name or address of a nearby business or residence or a street or traffic sign; or its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impedes pedestrian traffic.

The light emanating from any illuminated sign shall be diminished, shaded, shielded, or directed such that the light intensity or brightness shall not be objectionable to surrounding residents and during the night hours (i.e., one hour after sunset through sunrise), luminance levels for each individual sign shall not exceed 40 cd/m². No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has variable light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move are not permitted. Lighted signs shall not be illuminated between the hours of 11:00 pm or 30 minutes after the close of business, whichever is later, and sunrise.

10. ***Public Space and Trash.*** The Applicant shall participate in the building's trash removal and storage program. The Applicant will keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and public areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise, or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas. Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash, and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. The Applicant shall store all trash and other waste in odor and vermin proof containers, such containers shall be kept in temperature-controlled areas not visible to members of the public.

11. *Pest Control.* Applicant shall control pests including rodents, vermin, and insects, on its Premises. The applicant shall have the Establishment and the area around the Premises thoroughly cleaned at the end of each night to ensure that there is no garbage or odors from the establishment's operations present the following morning. Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary to prevent pests from entering the premises.

12. *Security.* Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public drinking, including, without limitation, at all times, a trained employee on site to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for use of illegal drugs within or about the Premises, maintaining contact and cooperating with Metropolitan Police Department ("MPD") and other enforcement officials when known or suspected drug activities occur.

Applicant shall take reasonable actions to discourage loitering in the vicinity of the Premises, shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business and shall have security cameras in place that cover the areas of the interior Premises where alcoholic beverages are served and consumed.

Applicant shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of Alcoholic Beverage Regulations Administration ("ABCA") or the MPD.

13. *License Ownership and Compliance with Applicable DC Law and Regulations.* The Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement. The Applicant agrees that ANC6D shall have standing to ask the ABCA Board to enforce any violations of the agreement.

14. *Participation in the Community.* Applicant is encouraged to maintain open communication with ANC6D and the community for which the ANC acts.

15. *Notice and Opportunity to Cure.* If any of the parties is in breach of this Agreement, it shall be entitled to reasonable written notice and 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 provide 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

ANC6D Cooperative Agreement
M & S Restaurant, LLC (Station 4)
ABRA-NUMBER: 11252, 1101 4th St. SW, WASHINGTON, DC 20024

commence cure of such breach diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to D.C. Official Code § 25-447.

If to Applicant: M & S Restaurant, LLC; Station 4
 Attn: Moneer Sidiqi
 Phone: 202-790-1448
 Email: Salwa@station4dc.com

If to ANC: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W-130
 Washington, DC 20024
 Attn: Chair, ANC6D
 Phone: (202) 202 554-1795
 Email: 6D@anc.dc.gov



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 ABCA Board or any other enforcement action.

16. *No Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABCA Board, and in reliance thereupon, the ANC shall refrain from filing a protest to Applicant's ABC license application.

17. *Entire Agreement.* This Agreement is intended to replace in its entirety all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

18. *Counterpart; Facsimile Signature.* This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

ANC6D Cooperative Agreement
M & S Restaurant, LLC (Station 4)
ABRA-NUMBER: 11252, 1101 4th St. SW, WASHINGTON, DC 20024

ANC6D	Applicant:
Commissioner Gottlieb Simon Chair, ANC6D 	Moneer Sidiqi 
Date: May 20, 2025	Date: May 9, 2025