

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

**In the Matter of:**

TG Cigars, Inc.  
t/a TG Cigars

Applicant for a Renewal of a  
Retailer's Class CT License

at premises  
1120 9th Street, NW  
Washington, D.C. 20001

Case No.: 22-PRO-00136  
License No.: ABRA-097774  
Order No.: 2023-356

TG Cigars, Inc., t/a TG Cigars, Applicant

Risa Hirao, Counsel, on behalf of the Applicant

Steven McCarty, Commissioner, Advisory Neighborhood Commission (ANC) 2G,  
Protestant

Elizabeth Bernard and Charles Jewett, on behalf of a Group of Five or More Individuals,  
Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by TG Cigars, Inc., t/a TG Cigars (Applicant), for renewal of its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on December 22, 2022, and a Protest Status Hearing on March 1, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2G, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated June 5, 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; Commissioners Steven McCarty, on behalf of ANC 2G; and Elizabeth Bernard and Charles Jewett, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2G and the Group of Five or More Individuals of this Application.

Accordingly, it is this 28th day of June 2023, **ORDERED** that:

1. The Application filed by TG Cigars, Inc., t/a TG Cigars, for renewal of its Retailer's Class CT License, located at 1120 9th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2G and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; 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: 432b6d920d5d39e4c720028162cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae372820deac8d11a332ac2943ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d3fa3d6e16dd774a75bd7917d20f

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217293172064474715409c2a41852

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward S. Grandis, Member*  
Key: 50277bda7f9f0040ec14adeb52541ce5

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**

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into on June 5, 2023, by and between **TG CIGARS, INC.** dba TG Cigars (herein known as the "Applicant"), and **THE GROUP OF FIVE OR MORE RESIDENTS** ("Group of Five+") represented by **Elizabeth Bernard and Charles Jewett** along with **ADVISORY NEIGHBORHOOD COMMISSION 2G** ("ANC 2G") (herein collectively known as the "Protestants"). In this Agreement, Applicant and Protestants shall be collectively referred to as "Parties" and individually as "Party".

### **RECITALS**

(a) Applicant has applied for the renewal of its On-Premise Retailer's, Class CT license (ABRA-097774) with Summer Garden and Entertainment Endorsements (the "License") for a business establishment located at **1120 9<sup>th</sup> Street NW**, Washington D.C. 20001 (the "Establishment");

(b) Group of Five+ and Advisory Neighborhood Commission 2F ("ANC 2F") filed Protests regarding the renewal application for the License;

(c) The Group of Five+, consisting of 15 owners and residents of 910 M Street NW, Washington, D.C., 20001, as identified in its protest notice dated November 18, 2023, designated Elizabeth Bernard and Charles Jewett, as its joint representatives;

(d) As of January 1, 2023, ANC 2G is now a Party to the Protests in place of ANC 2F due to redistricting;

(e) Applicant desires to cooperate with Protestants in order to mitigate their concerns related to the impact of operations of the Establishment on the Applicant's surrounding neighborhood;

(f) In lieu of a contested protest proceeding regarding the renewal application of the License, the Parties wish to enter into this Agreement pursuant to D.C. Official Code § 25-446 to address such concerns and eliminate the need for a Protest Hearing regarding the License application; and

(g) By their signatures below, the Parties hereto desire to enter into this Agreement whereby (1) Applicant will agree to adopt certain ongoing measures to address Protestants' concerns and to include this Agreement as a condition of its application and License, and (2) Protestants will withdraw their Protests of the application provided that the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") approves the terms of this Agreement, subject to requirements under Title 25 of the D.C. Official Code and Title 23 of the DC Municipal Regulations, and Applicant's complies with such Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

## **AGREEMENT**

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Termination of Prior Settlement Agreement.** Applicant and ANC 2G agree that this Agreement replaces and supersedes the Amendment to Settlement Agreement dated September 2, 2020, and the prior settlement agreement is terminated.
3. **Nature of the Business.** The Applicant will manage and operate a Tavern. Any change from this model shall require prior approval of the ABC Board.
4. **Hours of Operation.** It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
  - a. Hours of operation and sales/service, indoors only:
    - i. Sunday - Thursday: 8am to 2:00am
    - ii. Friday- Saturday: 8am to 3:00am
  - b. Exceptions shall be granted for:
    - i. 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).
    - ii. In the event the Council of the District of Columbia ("Council") 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, in addition to any hours authorized by the ABC Board, Council or the Mayor by executive order arising from a declared public health emergency or public emergency.
5. **No Sidewalk Café.** It is understood that the Establishment may not have a sidewalk café.
6. **Summer Garden.** The Applicant agrees to the following terms and conditions regarding the Summer Garden Endorsement:
  - a. Applicant's Establishment may have outside seating for a maximum of thirty-six (36) seated patrons in accordance with a summer garden endorsement to its License; patrons may be served in the summer garden area only during the below hours and the summer garden shall otherwise be free of patrons:

Summer garden operating hours:  
Sunday - Thursday: 8am to 11:00pm  
Friday -Saturday: 8am to 12:00am

- b. Applicant shall inspect the summer garden regularly for compliance with the allowed summer garden operating hours.
  - c. Applicant shall enforce these hours by removing patrons from the summer garden by the expiration of the summer garden hours, shutting off all outdoor lights with exception to any illumination that is necessary for staff to work in the area, and closing doors used by patrons leading to the summer garden.
  - d. Applicant shall maintain readily visible signage at the entry point to the summer garden reminding patrons that there are residential neighbors nearby and requesting that their enjoyment of the summer garden be in a respectful and orderly manner. The sign shall also indicate the operating hours of the summer garden.
  - e. Applicant shall remove from the summer garden any patron who fails to adhere to this admonition.
  - f. There shall be no Entertainment as defined by Title 25 of the D.C. Official Code, or the operation of jukeboxes, radios, or televisions operating with audio, in the summer garden. Applicant shall be permitted to play recorded music in the summer garden. The recorded music in the summer garden shall not be played at a level that is audible from neighboring dwellings with the windows closed.
7. **Entertainment Endorsement - Indoor Only.** The Applicant agrees to the following terms and conditions regarding the License's Entertainment Endorsement:
- a. Entertainment, which includes live music, at the Establishment is permitted indoors only. The hours shall be restricted to:
    - i. Monday- Friday: 12:00pm to 2:00am.
    - ii. Saturday- Sunday: 11:00am to 2:00am.
  - b. No cover charge or valet car parking is permitted.
  - c. Applicant shall ensure that Entertainment be contained indoors.
  - d. Applicant shall ensure that all doors and windows be shut during times when Entertainment is occurring inside the Establishment, with the exceptions to allow the normal opening of entrance and exit doors of the Establishment for the purpose of ingress and egress, and as permitted by D.C. Official Code § 25-725.
8. **Noise.** Applicant will comply with D.C. Official Code § 25-725 regarding emanation of noise from the Establishment as follows:
- a. Applicant shall take measures as reasonably required to ensure that Applicant does not produce any sound, music, noise, bass, and vibration emanated by sources set forth in D.C. Code § 25-725(a) from the Establishment that is audible in any residential premises, subject exceptions set forth in D.C. Code § 25-725(b).

- b. Applicant shall use signage and other means to remind patrons and employees to be considerate of the residents of the neighborhood regarding noise levels.
  - c. Patrons' primary ingress and egress to the Establishment shall be from the 9<sup>th</sup> Street, NW entrance except for emergency purposes or as otherwise required by law.
- 9. **Deliveries Limited from 7am to 7pm.** Applicant shall require its vendors to make all deliveries of food, beverages, and supplies between the hours of 7:00am and 7:00pm daily. Applicant shall encourage vendors to park only in designated delivery areas and shall not knowingly accept deliveries from vendors parked illegally.
- 10. **Maintaining Public Space.** The Parties acknowledge that various commercial businesses and residents are located along the public space area behind and/or in front of the Applicant's Establishment. Applicant shall keep the front sidewalk (up to and including the curb), and rear alley that are located immediately adjacent to the Establishment free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas daily for refuse and other materials. Applicant shall take reasonable measures to stop staff and patrons from smoking in the rear of the Establishment.
- 11. **Managing Trash and Recycling.** Applicant will contract with a trash and recycling contractor to provide appropriate container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times 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 must require its trash and recycling contractors to pick up trash and materials not earlier than 7:00am and no later than 7:00pm daily. These times must be strictly enforced by the Applicant in accordance with this Agreement and applicable D.C. Code and Municipal Regulations. 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 10:00pm. Applicant's Large trash receptacles, not including cigarette urns, should be removed from the Premises monthly to be cleaned. Applicant will take reasonable measures to prevent food and grease from washing down alleys and streets. Restaurant equipment, such as but not limited to kitchen mats and hood vent filters, should be cleaned offsite and not in the surrounding area of the Establishment. Power washing of grease hoods in surrounding areas of the Establishment is prohibited.
- 12. **Rat and Vermin Control.** Applicant will contract with a professional, licensed rat, pest, and vermin control company to provide for weekly control for the interior and exterior of the premises as needed to control pests. The professional will use, correctly locate and secure enclosed rat traps (not bait stations), replace worn out parts inside the traps periodically.

13. **Patron Behavior.** Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they exit the Establishment at closing. Such measures shall include signage or other means to remind patrons to be considerate of the residents of the neighborhood regarding noise levels.
14. **No Parking in Public Alley.** The Parties acknowledge that various commercial businesses and residents are located next to the public alley and fire lane that is located behind the Applicant's Establishment. To assist in keeping the public alley and fire lane clear of vehicles, promoting the safety of residents, reducing the risk of crime, and deterring further opportunities for noise from night-time misconduct, Applicant agrees to the following:
  - a. Neither Applicant nor its employees will park in the public alley behind the Establishment or stop or park in such a way as to block the public alley or fire lane.
  - b. Applicant will post prominent signs inside and outside the Establishment warning patrons, employees, and vendors not to stop or park in the public alley behind the Premises.
15. **Complaint Log.** Applicant shall maintain a log for every complaint lodged by a named individual, and communicated to the Applicant for issues directly related to the operation of the Establishment and/or this Agreement that impact peace, order, and quiet, including, but not limited to, complaints of noise, hazardous and unlawful parking, parking congestions, traffic congestion, security, trash, rodents, incidents, violence, crime, summer garden operating hours, and/or Establishment operating hours. The log shall include, for each separate complaint, to the extent provided by the complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the ABC Board for inspection and copying upon reasonable advance request.
16. **Inquiries and Additional Contact Information.** Applicant may provide to Protestants additional contact information for use by the Protestants to facilitate communication, response time, and resolution regarding reasonable inquiries or concerns Protestants may have regarding the operation of the Establishment that are believed to be impacting peace, order and quiet. Applicant will update the Parties if there are any changes in the additional contact information. Notwithstanding the foregoing, Applicant shall have the right under this Agreement to discontinue use of the additional contact information in the event there is any activity or behavior that utilizes the additional contact information in such a manner that raises safety concerns by the Applicant.



17. **Availability of Settlement Agreement.** Applicant agrees to keep available at all times a copy of this Agreement at the Establishment and shall familiarize all employees with its conditions. Pursuant to D.C. Official Code § 25-711, a copy of this Agreement shall be made available to law enforcement officers and Alcohol Beverage Cannabis Administration (“ABCA”) inspectors immediately upon request.
18. **Compliance with ABCA Regulations.** Applicant shall abide by applicable ABCA laws and regulations regarding ownership of the License. Any specific reference made to specific laws and regulations in this Agreement is meant for informational purposes only, and Protestants do not intend for a violation of D.C. law and regulations to be also considered a violation of this Agreement.
19. **Participation in the Community.** Applicant is encouraged to send a representative from time to time to meetings of the ABCA Policy Committee of ANC 2G. 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.ANC2G.org](http://www.ANC2G.org).
20. **License Ownership.** Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the ABC Board. Applicant agrees to specifically notify any transferee of the existence of this Agreement and to provide them with a copy.
21. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors of the Applicant.
22. **Counterparts.** 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. The counterpart of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the Parties and the receiving Party may rely on the receipt of the Agreement executed and delivered electronically as if the original had been received.
23. **Notice and Opportunity to Cure.** In the event that any Party believes in good faith that another Party materially breached any obligations under this Agreement, except as otherwise provided in this Agreement, such Party shall give written notice to the other Parties of the existence of the breach and the specific nature thereof. The Party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period, or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced, failure should constitute cause for the Protestants to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.

Any notices required to be made under this Agreement shall be in writing and sent either via email or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

**If to Applicant:**

**TG Cigars, Inc.**

Attn: Ms. Negest Dawit  
1120 9<sup>th</sup> Street, NW  
Washington, D.C. 20001  
[tgcigars84@gmail.com](mailto:tgcigars84@gmail.com)

**If to the ANC 2G:**

**Advisory Neighborhood Commission 2G**

**PO Box 26181**  
**Washington, DC 20001-9997**  
**Email: [2G@anc.dc.gov](mailto:2G@anc.dc.gov)**

**If to the Group of Five+:**

**Group of Five or More Residents**

Co-Representative Charles Jewett  
910 M Street, NW, Apt. 1001  
Washington, D.C. 20001  
Email: [charlesjewett@gmail.com](mailto:charlesjewett@gmail.com)

AND

Co-Representative Elizabeth Bernard  
910 M Street, NW, Apt. 303  
Washington, D.C. 20001  
Email: [beth.bernard@gmail.com](mailto:beth.bernard@gmail.com)

Any 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 related to this Agreement.

- 24. Withdrawal of Protests.** In consideration of the agreements set forth above, Protestants including ANC 2G shall, upon approval of this Agreement by ABCA, agree to withdraw their current Protests to the application for a License at the Establishment. Future failure of the Applicant to adhere to the foregoing commitments will constitute grounds for any of the Parties to petition the ABC Board


for issuance of an order to show cause, subject to requirements under Section 23 of this Agreement.

This Agreement constitutes the only agreement among the Parties and may be modified only by the written agreement of all the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**ACKNOWLEDGED AND AGREED:**

**ADVISORY NEIGHBORHOOD COMMISSION 2G**

  
BY: Steven McCarty

Title: Advisory Neighborhood Commissioner, 2G04

**APPLICANT**

BY: Negest Dawit  
Its: Owner

**GROUP OF FIVE OR MORE RESIDENTS**

By: Elizabeth Bernard  
Its: Co-representative for Group of Five or More Residents

and

By: Charles Jewett  
Its: Co-representative for Group of Five or More Residents



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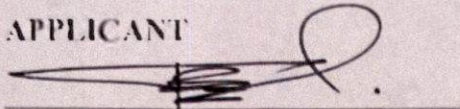
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**ACKNOWLEDGED AND AGREED:**

**ADVISORY NEIGHBORHOOD COMMISSION 2G**

\_\_\_\_\_  
BY:  
Title:

**APPLICANT**



BY: Negest Dawit  
Its: Owner

**GROUP OF FIVE OR MORE RESIDENTS**

\_\_\_\_\_  
By: Elizabeth Bernard  
Its: Co-representative for Group of Five or More Residents

and

\_\_\_\_\_  
By: Charles Jewett  
Its: Co-representative for Group of Five or More Residents

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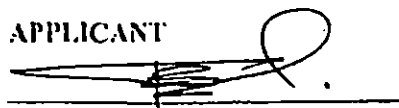
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**ADVISORY NEIGHBORHOOD COMMISSION 2G**

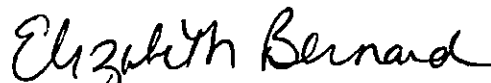
BY:  
Title:

**APPLICANT**



BY: Negest Dawit  
Its: Owner

**GROUP OF FIVE OR MORE RESIDENTS**



By: Elizabeth Bernard  
Its: Co-representative for Group of Five or More Residents

and



By: Charles Jewett  
Its: Co-representative for Group of Five or More Residents