

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

**In the Matter of:** )  
)  
Uncaged Mimosas, LLC )  
t/a Uncaged Mimosas )  
)  
Applicant for a New )  
Retailer’s Class CT License )  
)  
at premises )  
300 Florida Avenue, NW )  
Washington, D.C. 20001 )  
\_\_\_\_\_ )

Case No. 22-PRO-00040  
License No.: ABRA-120889  
Order No.: 2022-603

Uncaged Mimosas, LLC, t/a Uncaged Mimosas (Applicant)

Sidon Yohannes, Counsel, on behalf of the Applicant

Bradley A. Thomas and Karla M. Lewis, Commissioners, Advisory Neighborhood Commission (ANC) 5E, Protestant

Jeffrey Kupfer, on behalf of Hart Wardman, LLC, Abutting Property Owner, Protestant

**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 AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by Uncaged Mimosas, LLC, t/a Uncaged Mimosas (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 13, 2022, and a Protest Stats Hearing on July 13, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 5E, and Hart Wardman, LLC have entered into a Settlement Agreement (Agreement), dated July 19, 2022, 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 Bradley A. Thomas and Karla M. Lewis, on behalf of ANC 5E; and Jeffrey Kupfer, on behalf of Hart Wardman, LLC; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 5E and Hart Wardman, LLC.

Accordingly, it is this 10th day of August 2022, **ORDERED** that:

1. The Application filed by Uncaged Mimosas, LLC, t/a Uncaged Mimosas, for a new Retailer's Class CT License, located at 300 Florida Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 5E and Hart Wardman, LLC in this matter are hereby **WITHDRAWN**;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, except for the following modifications:

Subsection 5(a) (Endorsements) – This Subsection shall be replaced with the following language: “Dancing: The Applicant has not applied for an entertainment endorsement and is not permitted to operate a dance floor in excess of the size permitted by law.”

Subsection 10(d) (Noise) – This Subsection shall be replaced with the following language: “Applicant shall take reasonable measures to work with the abutting property owner, including the installation of adequate soundproofing, so that noise from the inside of the premises shall not be heard in the abutting property.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com

*Donovan Anderson*

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com

*James Short*

Key: 547e0702020e4e4b81400e02484e

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James Short, Member

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Bobby Cato, Member

eSigned via SeamlessDocs.com

*Rafi Aliya Crockett, Member*

Key: b5d0e91845e1f9e4016155e5c1280cc

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Rafi Crockett, Member

eSigned via SeamlessDocs.com

*Jeni Hansen, Member*

Key: 82172031500417401a560c2a01909

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Jeni Hansen, Member

eSigned via SeamlessDocs.com

*Edward Grandis, Member*

Key: 5027bda7f9f0040e144de652541ce5

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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

THIS SETTLEMENT AGREEMENT ("Agreement") made on this July day of 19<sup>th</sup> 2022, by and between UNCAGED MIMOSAS, LLC, trading as UNCAGED MIMOSAS ("Applicant") and JEFF KUPFER (for HART WARDMAN, LLC), and ADVISORY NEIGHBORHOOD COMMISSION (ANC) 5E by and through its SINGLE MEMBER DISTRICT COMMISSIONER for ANC 5E06 ("Protestants").

### WITNESSETH

WHEREAS, Applicant has filed for a new Class C Tavern License for the location of 300 Florida Avenue, N.W., Washington, DC 20001 ("the Establishment"), and

WHEREAS, Protestants have protested the Applicant's new license application; and

WHEREAS, the parties voluntarily enter into this Agreement and request that the Alcohol Beverage Control Board ("the ABC Board") approve Applicant's application conditioned upon Applicant's compliance with the terms set forth herein.

NOW THEREFORE, in consideration of the above recitals 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. Compliance With Law:** Applicant shall comply with all laws and regulations governing the operation of the Establishment, including laws and regulation, governing the Class C license to which the agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.

**3. Nature of the Establishment.**

- a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the regulations. Applicant shall comply with all conditions applicable to this license class with Sidewalk Cafe and indoor Entertainment, and Alcohol Carryout & Delivery Endorsements.
- b. The Establishment shall have a seating capacity of 88, with maximum occupancy of 200, Sidewalk Cafe with seating for 60. Applicant shall post its Certificate of Occupancy in public view at all times.

**4. Hours.** Establishment's permitted hours of operation, for selling, serving, and consuming alcohol shall be as follows:

- a. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:
  - Sunday- Thursday 8AM-2AM
  - Friday- Saturday: 8AM-3AM

- b. Sidewalk Cafe Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:
  - Sunday- Thursday: 8AM-10PM
  - Friday- Saturday: 8AM-12AM
- c. Interior Hours of Entertainment:
  - Sunday- Thursday: 8AM-11PM
  - Friday- Saturday: 8AM-12AM

Provided that, for the interior only: on January 1 of each year Applicant may operate until 4:00 a.m. Notwithstanding the above, provided that the Applicant gives the Protestants written notice at least seven (7) days in advance, Applicant shall be entitled to have interior entertainment until 2AM on New Year's Eve, Thanksgiving, Fourth of July, and Christmas. Applicant shall not participate in bar crawls or other related events.

**5. Endorsements:**

- a. Dancing: The Applicant has not applied for a dancing endorsement and is not permitted to have dancing at this time.
- b. Cover/Ticket Charges: The Applicant has not applied for a cover charge endorsement and is not permitted to have cover charges at this time.
- c. Carry-out and Delivery: The Applicant will have a carry-out and delivery endorsement and agrees to comply with the regulations for such endorsement.
- d. Nothing in this section shall prevent the Applicant from applying for a future dancing and/or cover charge endorsement, so long as notice is provided to the ANC pursuant to D.C. Code § 25-421.

**6. Cleanliness and Condition of Premises.** Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

- a. Applicant shall clean the sidewalk in front of its premises up to and including the curb and remove trash from the alley behind the premises on days the Establishment is open.
- b. Applicant shall maintain tree boxes and public space surrounding its property.
- c. Applicant shall comply with applicable D.C. laws and regulations with respect to snow and ice removal.
- d. Applicant shall install and maintain high-intensity floodlights on the exterior of the Establishment so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the Establishment. So as not to disturb neighbors, invasive lighting is prohibited on the sidewalk cafe.
- e. Applicant shall take reasonable steps to promptly remove or paint over any graffiti written.

**7. Rat and Vermin Control.**

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster,

are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.

- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

**8. Trash and Odors.** Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in the surrounding block.

- a. Applicant shall deposit trash, grease, and garbage in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- b. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall arrange for trash and recycling collection a minimum of 3-4 times per week.
- d. Applicant will take reasonable steps to ensure that there will be no trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- e. Applicant shall take reasonable measures to keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, chewing gum, trash, and other debris. Applicant shall install a kitchen exhaust ventilation and filtering systems to reduce the external emission of odors.

**9. Loitering.** The parties recognize that loitering in and around the Establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and discourage loitering within, in front of, and in the rear of the Establishment, including calling the Metropolitan Police Department ("MPD") to discourage loiterers if/when necessary. Applicant agrees to also call MPD if illegal activity is observed.

**10. Noise.**

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment; but Applicant may open its window panels seasonably, provided that the Entertainment is not audible in any neighboring residential building at any time.
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and Vibration from the Establishment are not audible in any residential premises.
- d. Applicant shall install soundproofing and make reasonable efforts to work with the abutting property owner on noise mitigation. Applicant and the Abutting Property Owner have agreed to terms in a separate letter that outlines the soundproofing of the adjoining wall.
- e. Exterior doors and windows shall not remain open after 10:00 p.m. when music or



amplified sound is audible from the exterior of the Establishment.

f. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.

g. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily.

h. No speakers will be placed on the Sidewalk Cafe. There will be no music played on the Sidewalk Cafe.

i. Applicant shall inform its patrons by signage at all entry/exit points, or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment or while on the Sidewalk Cafe and to be respectful of the neighbors.

j. Applicant shall make reasonable efforts to ensure patrons can enter the premises quickly. However, if there is a line to enter the premises, Applicant shall direct patrons to line-up along the side of the Establishment on 3rd Street and not directly in front of residential properties. Applicant shall take reasonable measures to actively and continuously monitor patrons and/or any queued line outside of the establishment.

k. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Sunday.

l. Applicant shall provide Protestant's with the contact information for the manager on duty and/or the designated representative that is responsible for handling any noise issue complaints from the neighbors.

**11. Cooperation with the Community.** Applicant shall make best efforts to work with the Civic Association and with the Advisory Neighborhood Commission which represents the neighborhood in which the Establishment is located to promote neighborhood collaboration beautification and resolution of common problems.

**12. Parking.**

a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident only parking.

b. Applicant shall encourage vendors and contractors to park legally.

c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.

**13. License Ownership.** Applicant agrees to abide by all ABC Board regulation regarding the ownership of the license. Any substantial change in operations must be approved by the Board, with legal notice provided pursuant to DC regulations

**14. Binding Effect.** This Agreement shall binding upon and enforceable against Applicants' assignees and successor-in-interest.


**15. Notices of Violation.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against

applicant on the basis of such violation is undertaken. A material violation of this Agreement or its ABC license by Applicant which has not been corrected after 30 days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid or hand-delivered, emailed, to the other parties to this Agreement. Notice is deemed received upon mailing.

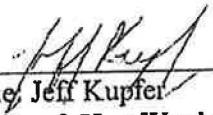
**16. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

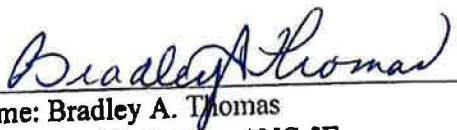
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.


**APPLICANT:**

Signature:   
Printed Name: Damian Brown  
Applicant: Uncaged Mimosas  
Address: 300 Florida Avenue, NW.  
Washington, DC 20001

**PROTESTANTS:**

Signature:   
Printed Name: Jeff Kupfer  
In the Capacity of: Hart Wardman, LLC/Abutting Property  
Address: 302-304 Florida Ave N.W.  
Washington, DC 20001

Signature:   
Printed Name: Bradley A. Thomas  
In the Capacity of: Chairman - ANC 5E  
Address: 107 P Street N.W.  
Washington, DC 20001

Signature:   
Printed Name: Karla M. Lewis  
In the Capacity of: Commissioner - SMD ANC 5E06  
Address: 86 R Street N.W.  
Washington, DC 20001