

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

**In the Matter of:** )  
 )  
1842 Restaurant Company, LLC )  
t/a Vagabond )  
 )  
Application for Substantial Change )  
to a Retailer’s Class CR License )  
 )  
at premises )  
1836 18th Street, NW )  
Washington, D.C. 20009 )  
 )

Case No.: 23-PRO-00036  
License No.: ABRA-120426  
Order No.: 2023-208

1842 Restaurant Company, LLC, t/a Vagabond, Applicant

Meg Roggensack and Zachary Adams, Commissioners, on behalf of Advisory  
Neighborhood Commission (ANC) 2B, 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 ANC 2B’S PROTEST**

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The Application filed by 1842 Restaurant Company, LLC, t/a Vagabond (Applicant), for a Substantial Change to increase its occupancy, add a Summer Garden, add an Entertainment Endorsement with dancing, and change its hours to its Retailer’s Class CR License, was protested by ANC 2B.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated April 15, 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 Commissioners Meg Roggensack and Zachary Adams, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 26th day of April 2023, **ORDERED** that:

1. The Application filed by 1842 Restaurant Company, LLC, t/a Vagabond for a Substantial Change to its Retailer's Class CR License, located at 1836 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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 Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 342346856d4f0b4c730093d163e88

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae3738228e6c8d1a332ae7049e2

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James Short, Member

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*Bobby Cato*  
Key: 25843fca17b146d7f4d75ad7917d20a

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Bobby Cato, Member

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Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217231e55844747e55f0ca41857

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Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7ff0042ce143de52541ce5

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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 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).

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 15<sup>th</sup> day of April, 2023 by and between 1842 Restaurant Company LLC t/a Vagabond, License #120426 ("Applicant"), and ANC2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class C, License Number 120426, for a business establishment ("Establishment") located at 1836 18th Street NW, Washington, D.C. ("Premises");

WHEREAS, Protestant is Advisory Neighborhood Commission 2B, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;-

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application adverse impact on the peace, order, and quiet of the neighborhood;

WHEREAS, 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 the effect on peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the license application.

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. Applicant will manage and operate a Class C restaurant with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial change in operation.
3. Hours of Operation and Sales. Hours listed below are considered maximum hours, the Applicant may choose to begin later (e.g. 9:30 a.m. rather than 9:00 a.m.) or end earlier (e.g. 10:30 p.m. rather than 12:00 a.m.).

The Applicant's hours of operation shall be as follows:

Interior Hours

Sunday through Thursday 9:00 a.m. - 2:00 a.m.,  
Friday and Saturday 9:00 a.m. - 3:00 a.m.

Summer Garden and Sidewalk Café Hours

Sunday through Thursday 9:00 a.m. - 11:00 p.m.,  
Friday and Saturday 9:00 a.m. - 12:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 9:00 a.m. - 2:00 a.m.,  
Friday and Saturday 9:00 a.m. - 3:00 a.m.

The Applicant's hours for live entertainment for inside premises shall be as follows:

Sunday through Thursday 9:00 a.m. - 2:00 a.m.,  
Friday and Saturday 9:00 a.m. - 3:00 a.m.

4. Entertainment and Staffing. The Applicant shall not allow a third-party to be paid to staff or promote entertainment inside. All private events will be staffed exclusively by the Applicant, including serving of alcohol, and control will not be turned over at any time to a third-party.

5. Noise and Privacy. The Applicant shall post a notice at or near the front door of its premises advising customers that they should be considerate of the neighborhood and its residents and keep the noise levels low after they leave the premises. The entrance door and windows (excluding the summer garden) of the premises shall be kept closed at all times during business hours when music is being played or any sound amplification device is being employed on premises, except when persons are in the act of using the door for ingress to or egress from the premises and any emission of sound during such circumstances will not be deemed a violation of this provision.

6. Trash and Recycling. All trash, recycleable materials, and grease stored outdoors shall be in containers that are impervious to vermin and leaks. Applicant shall maintain regular trash removal, recycling, and pest control services. Applicant shall not dispose of trash or recyclable materials in the rear of the premises between the hours of 11:00 p.m. and 8:00 a.m. and shall not allow trash collection to occur during these hours.

7. License Ownership and Compliance with ABCA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage and Cannabis Administration (ABCA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

8. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable 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 commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:

Vagabond  
1836 18th Street NW  
Washington, DC 20009  
Attn: Eric Heidenberger

If to Protestants:

Advisory Neighborhood Commission 2B  
9 Dupont Circle NW  
Washington, DC 20036  
Attn: Zachary Adams  
(202) 430-6628

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.

9. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

**Protestant:**

Zachary Adams  
ANC 2808  
By: Printed Name   
Date 4/15/23

Meg Roggensack  
By: Printed Name 04/15/2023  
Date 3  
*Meg Roggensack*

**Applicant:**

1842 Restaurant Company LLC  
T/A Vagabond  
Establishment's Name  
Date 4/15/23

Eric Heidenberger Owner  
By: Printed Name/Title  
Date 4/15/23





Completed Document Audit Report  
Completed with SignWell.com

**Title: Vagabond SA Plus**

Document ID: f195e18c-ef77-4afe-a54b-432c4c81fd9e





Time Zone: (GMT+00:00) Coordinated Universal Time

**Files**

Vagabond SA Plus.pdf

Apr 15, 2023 23:15:47 UTC

**Activity**

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|  <b>Zachary Adams</b><br>IP: 108.51.52.121  | created the document                 | Apr 15, 2023<br>23:16:16 UTC |
|  <b>Zachary Adams</b>                       | sent the document to 2b01@anc.dc.gov | Apr 15, 2023<br>23:19:00 UTC |
|  <b>Meg Roggensack</b><br>IP: 199.76.125.21 | first viewed document                | Apr 15, 2023<br>23:25:37 UTC |
|  <b>Meg Roggensack</b><br>IP: 199.76.125.21 | signed the document                  | Apr 15, 2023<br>23:26:17 UTC |