THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD

In the Matter of:)		
Green Almond Pantry, LLC)		
t/a Green Almond Pantry/My Little Chamomile)		
** 11 0)		
Holder of a)		
Retailer's Class DR License)	License No.:	ABRA-118331
)	Order No.:	2025-648
at premises)		
3210 Grace Street, NW)		
Washington, D.C. 20007)		
)		

Green Almond Pantry, LLC, t/a Green Almond Pantry/My Little Chamomile, Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Amy Titus, President, The Citizens Association of Georgetown (CAG)

Mel Bass, President, 3210 Grace Street Condominium Association

Asad Zaman, Abutting Property Owner

BEFORE: Donovan Anderson, Chairperson

Silas Grant, Jr., Member Teri Janine Quinn, Member

Ryan Jones, Member David Meadows, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the previous establishment, ANC 2E, and CAG entered into a Settlement Agreement (Agreement), dated June 2, 2017, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider Green Almond Pantry, LLC, t/a Green Almond Pantry/My Little Chamomile (Licensee), ANC 2E, CAG, 3210 Grace Street

Condominium Association, and Asad Zaman's Amendment to Settlement Agreement (Amendment), dated March 31, 2025, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioner Mimsy Lindner, on behalf of ANC 2E; Amy Titus, on behalf of CAG; Mel Bass, on behalf of 3210 Grace Street Condominium Association; and Asad Zaman; are signatories to the Amendment.

Accordingly, it is this 21st day of May 2025, **ORDERED** that:

- 1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
- 2. All terms and conditions of the original Settlement Agreement not amended by the Amendment, shall remain in full force and effect; and
- 3. Copies of this Order shall be sent to the Parties.

District of Columbia Alcoholic Beverage and Cannabis Board

eSigned via SeamleseDocs.com

Donovan Anderson

Key: ac450b96b9d5f09eb7500093d1 dccd8

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).

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT #1 to the SETTLEMENT AGREEMENT ("Agreement") is made on this 31st day of March 2025 by and between Green Almond Pantry LLC t/a Green Almond Pantry & My Little Chamomile ("Licensee" or "Applicant"), at 3210 Grace Street, NW, Washington, DC 20007, ABRA License #118331, Advisory Neighborhood Commission 2E ("the ANC"), the Citizens Association of Georgetown ("CAG"), the Board of Directors of the 3210 Grace Street Condominium Association ("Condo Board"), and Asad Zaman, an abutting property owner (collectively, the "Parties"). This amendment updates the Agreement dated June 5, 2017, and finalized by Alcoholic Beverage and Cannabis Board ("ABC Board") Order 2017-340 dated June 14, 2017.

RECITALS

WHEREAS, ANC and CAG first entered into a Settlement Agreement regarding this ABC license when it was originally held by Grace Street Coffee Roasters, LLC on June 2, 2017 and approved by the ABC Board on June 14, 2017 (Board Order No. 2017-340)

WHEREAS, the ABC Board approved Green Almond Pantry LLC as a co-licensee on the subject ABC license on May 12, 2021;

WHEREAS, the ABC Board approved the removal of Grace Street Coffee Roasters, LLC as a co-licensee as well as the additional trade name, My Little Chamomile, on March 26, 2025;

WHEREAS, the Parties desire to amend the Agreement to allow for Licensee to file applications with the ABC Board for the following:

- (1) Change its license Class from "D" to "C" Restaurant ABC License;
- (2) Operate with later hours on the interior until 12:00am daily;
- (3) Expand into the adjacent portion of the suite with and add a second Summer Garden; and
- (4) Incorporate the Department of Buildings' Certificate of Occupancy approvals to increase its overall capacity from 42 interior seats and 16 Summer Garden seats (66 total occupancy) to 78 interior seats and 21 combined Summer Garden seats (99 total occupancy);

WHEREAS, the Parties are desirous for Licensee's forthcoming applications to be properly placarded for potential input from concerned residents, and the Parties acknowledge that the Licensee's forthcoming applications are "substantial changes" requiring the issuance of notice placards on the premises related to the applications as defined by DC Code 762 and required by DC Code 25-404 and;

WHEREAS, although the Parties have entered into this Amendment to the Settlement Agreement, the Parties acknowledge that the ANC and CAG retain their right to protest the Licensee's forthcoming applications for modifications to its License as outlined above, without prejudice, should circumstances warrant;

WHEREAS, the Parties request that the ABC Board approve this Amendment to the Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Agreement, Board Order, and ABC License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually First Amendment to Settlement Agreement for Green Almond Pantry LLC at 3210 Grace Street, NW (ABRA-118331)

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understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

- 1. **Recitals Incorporated**. The recitals set forth above are incorporated herein by reference.
- 2. **Recitals**, **paragraph 1**, is amended by striking "Class 'D' Restaurant License" and replacing it with "Class 'C' Restaurant License;"
- 3. **Recitals, paragraph 2,** is amended by striking "a Summer Garden endorsement;" and replacing it with "Summer Garden endorsements;"
- 4. Section 2, Hours of Operation and Hours of Services & Sales of Alcoholic Beverages. Section 2 sentence (c)(i) is stricken and replaced with:
 - "i. Sunday through Thursday, 7:00am 11:00pm; and ii. Friday & Saturday, 7:00am 12:00am."
- 5. Section 2, Hours of Operation and Hours of Services & Sales of Alcoholic Beverages. Section 2 sentence (d)(i) is stricken and replaced with:
 - "i. Sunday through Thursday, 11:00am 11:00pm; and
 - ii. Friday & Saturday, 11:00am 12:00am."
- 6. Section 2, Hours of Operation and Hours of Services & Sales of Alcoholic Beverages. Section 2 is further amended by adding the following two new sentences at the end of Section 2:
 - "e. Last Seating. Applicant shall cease seating patrons in the establishment (whether for dining or drinks alone) at 8:30pm Sunday through Thursday and 9:30pm Friday and Saturday. It is understood by the Parties that patrons who arrived before or have a reservation time scheduled at Last Seating may remain on the premises until the end of operating hours.
 - f. Buyouts & Private Events. If Applicant's entire premises are closed for a private event, Applicant's hours of operations shall cease at 11:00pm daily. Patrons remaining on the premises after 10:30pm shall be directed to exit the premises using the doors on Grace Street, NW.
 - g. Exceptions. On January 1 of each year Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages on the interior premises until 1:00 am. Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from the Parties, up to six times per year."
- 7. **Section 4, Noise.** Section 4(b) is stricken entirely and replaced with the following: "Parties acknowledge that there are two Summer Gardens: The smaller, east Summer Garden, and the larger, west Summer Garden. The east Summer Garden is fully enclosed and attached to the interior premises so the Parties understand that music from the interior premises may be audible at times in the east Summer Garden. No music, amplified or otherwise, will be audible in the west Summer Garden at any time.

- 8. **Section 4, Noise.** The last sentence in Section 4(e) is amended by adding "west" immediately before "Summer Garden" in both instances.
- 9. **Section 4, Noise**. Three new sentences shall be added at the end of Section 4:
 - "f. Applicant shall take reasonable actions to prevent its patrons and employees from causing unreasonable noise and disturbances or loitering in the area immediately outside of the Premises along Cherry Hill Lane, NW. Such action may include posting signage reminding those departing to be respectful of the neighbors and depart in a quiet, orderly manner; and
 - g. Applicant shall prohibit its employees from smoking in the areas immediately surrounding the establishment and shall discourage patrons from doing the same."
- 10. Section 5, Trash. The following new sentence shall be added to the end of Section 5: "e. Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide routine (at least once per month), and as needed, control of pests and vermin at the Premises."
- 11. **Section 6, Notification and Opportunity to Cure.** The Parties' notice contact information shall be stricken entirely and replaced with the following:

"If to Applicant: Green Almond Pantry LLC

3210 Grace Street, NW, Suite 106

Washington, DC 20007

Attn: Cagla Urel, Sole Member

phone: (will be provided to the Parties, but excluded here for

privacy concerns)

email: caglaonal@msn.com"

If to ANC 2E: Advisory Neighborhood Commission 2E

3265 S Street, NW Washington, DC 20007

Attn: Executive Director and SMD 2E05

Email: 2E@anc.dc.gov (with copy to 2E05@anc.dc.gov)

If to CAG: Citizens Association of Georgetown

1356 Wisconsin Avenue, NW Washington, DC 20007 Attn: Executive Director Phone: (202) 337-7313

Email: cagmail@cagtown.org

If to Condo Board: Board of Directors of the

3210 Grace Street Condominium Association

Attention: President 3210 Grace St., NW Washington, DC 20007

If to Abutting Owner: Asad Zaman

3210 Grace St., NW #206 Washington, DC 20007

- 12. **Section 7, Lighting.** Section 7 is amended by replacing "Summer Garden" with "Summer Gardens" in all instances.
- 13. **Section 8, Property.** Section 8 is amended by adding the word "west" immediately preceding the words, "Summer Garden" in the first sentence.
- 14. Section 8, Property. Section 8 is amended by adding following sentence at the end of the section, "Parties acknowledge that Applicant's landlord is ultimately responsible for and controls access to the iron gate, especially if a maintenance person if there to service other tenants. However, Applicant shall comply with the foregoing to the extent possible."
- 15. A new **Section 10** is added which states the following:

"Revisit and Review. The Parties agree that they shall discuss and, if necessary, address any operational general concerns or issues at the November 2025 ANC 2E meeting. Following that meeting the Parties may seek additional modifications to the Agreement should circumstances warrant. Nothing about the foregoing is meant to diminish or waive any Party's right to file a complaint with the ABC Board, subject to Section 6, above."

16. Agreement Otherwise Unamended. Except as otherwise provided herein, the terms and conditions of the previously executed Settlement Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, Parties have affixed hereunto their hands and seals on the year and date first above written.

Green Almond Pantry LLC
DocuSigned by: By:
Cagla Urel, Sole Member
The Citizens Association of Georgetown
Ву:
Amy Titus, President
Advisory Neighborhood Commission 2E
By: Mimsy Lindrer 7E9A5E59B77C473
Mimsy Lindner, ANC 2E05
3210 Grace Street Condominium Association
By: Signed by: 61A0D2CFA611429
Mel Bass, President
Abutting Property Owner
DocuSigned by:
By: 1/511/ EUMIN 08B482CAF766481
Asad Zaman

IN WITNESS WHEREOF, Parties have affixed hereunto their hands and seals on the year and date first above written.

Green Almond Pantry LLC	
Ву:	
Cagla Urel, Sole Member	
The Citizens Association of Georgetown	
Carga ifu	
Ву:	
Amy Titus, President	
Advisory Neighborhood Commission 2E	
Ву:	
Mimsy Lindner, ANC 2E05	
3210 Grace Street Condominium Association	
Ву:	
Mel Bass, President	
Abutting Property Owner	
Ву:	

Asad Zaman