

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

In the Matter of:)	
)	
Georgetown Emporium, LLC)	
t/a Filomena Emporium)	
Applicant for a New)	Case No.: 25-PRO-00125
Retailer's Class B License)	License No.: ABRA-134142
)	Order No.: 2026-032
at premises)	
1063 Wisconsin Avenue, NW)	
Washington, D.C. 20007)	

Georgetown Emporium, LLC, t/a Filomena Emporium, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

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

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

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by Georgetown Emporium, LLC, t/a Filomena Emporium (Applicant), for a New Retailer's Class B License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on December 15, 2025, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated December 2025, 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; Commissioner Mimsy Lindner, on behalf of ANC 2E; and Amy Titus, on behalf of CAG; are signatories to the Agreement.

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

Accordingly, it is this 14th day of January 2026, **ORDERED** that:

1. The Application filed by Georgetown Emporium, LLC, t/a Filomena Emporium, for a New Retailer's Class B License, located at 1063 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb0669d5f09e4b790093d1dccc8

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

In addition to filing a Motion for Reconsideration, pursuant to § 11 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, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that 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).

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement is made on the _ day of December 2025 by and between Georgetown Emporium, LLC t/a Filomena Emporium (the “Applicant”) and Advisory Neighborhood Commission 2E (the “ANC” or “ANC 2E”) (collectively, “the Parties”).

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage and Cannabis Administration (“ABCA”) for the issuance of a new Retailer’s Class “B” Full-Service Grocery Store License (the “License”) for the remises located at 1063 Wisconsin Avenue NW (the “Premises”), License Number ABRA-134142, and Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code 25-446 to address concerns related to peace, order, and quiet.

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. **Hours of Operations.**
 - a. The Applicant’s hours of operation shall not exceed the hours of 10 am and 10 pm, Sunday through Saturday. Nothing within this agreement is intended to prohibit the Applicant from subsequently applying for a Substantial Change in its licensed operations, including a change in the hours of operation stated in this section, subject to placarding and review by the ABC Board.
 - b. Exceptions to the standard operating hours shall be granted for:
 - i. In the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as inauguration, Applicant may avail itself of such extended hours;
 - ii. On major District-recognized holidays the Applicant can operate for an additional hour;
 - iii. The establishment may apply for an obtain approval from the Board to extend its hours of operation as part of a one-day substantial change.
3. **Trash Pick-Up and Removal.**
 - a. All trash containers will be fully covered;
 - b. All trash containers will be locate on private property;
 - c. Applicant will hire a private firm to pick up trash multiple times a week;
 - d. Trash pickups will not occur outside of the hours from 7 am to 10 pm;

- e. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 10 pm to 8 am;
- f. The public space in front of the Premises are to be kept tidy and litter is to be removed by the Applicant's staff at least once a day when the business is operating.

4. Rodent Control.

- a. Applicant will maintain a contract with a licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.
- b. The service will visit the establishment at least one per month.

5. 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 15 days of the date of such notice. If Applicant fails to cure within the 15-day period (or with respect to a breach would reasonably require more than 15 days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking Show Cause enforcement from the Board pursuant to D.C. Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be an email to the other parties to this Agreement at the email addresses listed below.

If to Applicant:

If to ANC 2E:

Mimsy Lindner
2E05@anc.dc.gov

6. Withdrawal of Protest.

Upon execution of this Agreement by the Parties and its acceptance by the Board, ANC 2E shall withdraw the Protest.

SIGNATURES

Filomena Emporium:

JoAnna Chiacchieri
Principal

ANC 2E:


ID 4fFaZJHX58NE7SYiotNA5ay6

Mimsy Lindner
Commissioner

Citizens Association of Georgetown:


ID foktQBa89A2u4BmGEes3GnFj

Amy Titus
President

Filomena Emporium:


JoAnna Chiacchieri

Principal

ANC 2E:

Mimsy Lindner
Commissioner

Citizens Association of Georgetown:

Amy Titus
President