

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated May 2026, 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 Brittany Sawyer, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 13th day of May 2026, **ORDERED** that:

1. The Application filed by Freedom Alley, LLC, for a New Retailer's Class CT License, located at 3123-3125 M Street, NW, Washington, DC, is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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; 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: ac43cb0609d5f09e4b790093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

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-B, 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 BETWEEN FREEDOM ALLEY, LLC; ADVISORY
NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this _____ day of May 2026 by and between Freedom Alley, LLC t/a (“TBD”) (“Applicant”), Advisory Neighborhood Commission 2E (“ANC2E”), and The Citizens Association of Georgetown (“CAG”), also referred to collectively as the “Parties.”

WHEREAS, Applicant has applied for a Retailer's Class C Tavern ABC license (ABRA-135286) with Entertainment and Holiday Extension ("License") on the second floor of the building located at 3123-3125 M St., NW ("Premises");

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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. **Occupancy.**
 - a. Interior: The Premises’ interior shall not exceed 105 seats.
 - b. Occupancy Load: The Premises’ total occupancy load shall not exceed 140 patrons
3. **Hours & Endorsements.**
 - a. The Hours of Operation for the Premises’ shall be:
 - i. Sunday through Thursday, 6:00am – 2:00am; and
 - ii. Friday through Saturday, 6:00am – 3:00am.
 - b. The Hours of Entertainment for the interior shall be:
 - i. Sunday through Thursday, 6:00am – 2:00am;
 - ii. Friday through Saturday, 6:00am – 3:00am.
 - c. Exceptions to the stated hours shall be granted for:
 - i. Days designated by the ABC Board and/or the DC Office of Lottery and Gaming (“OLG”) 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”), OLG, 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;
 - iii. On January 1 of each year Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages on the interior premises until 4:00 am; and

4. **Noise.**
 - a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
 - b. No glass bottles shall be disposed of outside in a manner that creates audible noise between 10:00pm and 7:00am daily.

5. **Public Space & Trash.**
 - a. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests. Applicant will dispose of all trash in the trash collection area located behind the Premises.
 - b. Applicant shall ensure that the area from where trash is picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the trash room.
 - c. Trash pick-up will not occur between the hours of 10:00pm and 7:00am.

6. **Parking and Deliveries.**
 - a. Applicant shall not knowingly accept deliveries from vendors parked illegally.
 - b. Applicant shall not knowingly provide orders to third-party delivery services or patrons who are parked illegally.

7. **Cleaning & Pest Control.** 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.

8. **Promoters & Private Events.** No third-party promoters will conduct business on the Premises and no cover charge shall be collected to enter the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

9. **Entrance and Queuing.** Patrons shall, at all times (except in the case of an emergency), utilize solely the entrance situated in Freedom Alley. Applicant shall use commercially reasonable efforts to ensure that patrons do not queue or congregate in the back alley located behind the premises.

10. **Notice & 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 ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Licensee: Freedom Alley, LLC
3123-3125 M Street, NW
Washington, DC 20007
Attn: Justin Hicks, Manager
Justin.Hicks@MCDEAN.COM

If to ANC 2E: Advisory Neighborhood Commission 2E
Attention: Mimsy Lindner, SMD 2E05
3265 S Street, NW
Washington, DC 20007
2E05@anc.dc.gov

If to CAG: Citizens Association of Georgetown
Attention: Executive Director
1365 Wisconsin Avenue, NW
Washington, DC 20007
brittany@cagtown.org

11. **Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. The Parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
12. **No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall withdraw their pending protests against the Applicant's License application.

[signatures on the following page]

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

DocuSigned by:
By: Mimsy Lindner
7E9A5E59B77C473...
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

Signed by:
By: Brittany Sawyer
8D917F75A6E441F...
Brittany Sawyer, Executive Director

FREEDOM ALLEY, LLC

DocuSigned by:
By: Justin Hicks
77351EAAB2DE497...
Justin Hicks, Manager