

SETTLEMENT AGREEMENT BETWEEN PLUMADC LLC; ADVISORY NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF GEORGETOWN

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 3rd day of August 2026, by and between PlumaDC LLC t/a Flora Pizzeria ("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 Restaurant ABC license (ABRA-136429) with Summer Garden and Alcohol Carryout & Delivery Endorsements ("License") at 1228 ½ 31st St., NW, Suite 101 ("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.** The Applicant's interior occupancy load shall not exceed thirty (30) patrons. The Applicant's two Summer Garden spaces are shared with other licensed businesses in the immediate commercial center. The total capacity of the Applicant's patrons within the Summer Garden shall not exceed thirty (30).
- 3. Hours.**
 - a. The Interior Hours of Operation; Interior Hours of Alcoholic Beverage Sales, Service, and Consumption; and Alcohol Carryout & Delivery Endorsement hours shall be: 10:00am – 11:30pm, daily.
 - b. The Summer Gardens' Hours of Operation and Hours of Alcoholic Beverage Sales, Service, and Consumption: shall be: 10:00am – 11:30pm, daily.
 - c. Exceptions to the stated hours shall be granted for:
 - i. Days designated by the ABC Board 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 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 until 4:00am; and
 - iv. Applicant may apply for a one-day substantial permit change in accordance with 23 DCMR §§ 716 and 1003, without objection from ANC2E or CAG, modify its hours, offer Entertainment, or otherwise change its operations.

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. No music played inside the Premises shall be audible in the surrounding residences at any time.
- b. Applicant shall not install or affix speakers to the exterior of the premises.

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.
- b. Applicant shall store trash and recyclables in the area designated by the Landlord. To the extent that Applicant has discretion, Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests.
- c. 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 establishment.
- d. No glass bottles shall be disposed of in exterior receptacles between 10:00pm and 7:00am daily.

- 6. 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 for routine, and as needed, control of pests and vermin at the Premises.

- 7. Promoters & Private Events.** No third-party promoters will conduct business on 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.

- 8. 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 and 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 Applicant: PlumaDC, LLC
391 Morse St., NE,
Washington, DC 20002
Attn: Thomas Wellings
info@plumabybluebird.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: President
1365 Wisconsin Avenue, NW
Washington, DC 20007
CAGMail@cagtown.com

- 9. Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.
- 10. 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 refrain from filing a protest against the this 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
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Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____
Brittany Sawyer, Executive Director

PLUMADC LLC

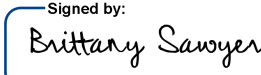
By: 
Thomas Wellings, Managing Member

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

Signed by:
By:  Executive Director
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Brittany Sawyer, Executive Director

PLUMADC LLC

By:  _____
Thomas Wellings, Managing Member