

In the Matter of:

Across the Pond, LLC
t/a Across the Pond Restaurant & Pub

Application for Substantial Change
(Class Change)
to a Retailer's Class CT License

at premises
1734 Connecticut Avenue, NW
Washington, D.C. 20009

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson 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 29th day of October 2025, **ORDERED** that:

1. The Application filed by Across the Pond, LLC, t/a Across the Pond Restaurant & Pub, for a Substantial Change to its Retailer's Class CR License, located at 1734 Connecticut Avenue, 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 The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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 and Cannabis

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06b6d5f09e4b730003d1dccc8

Board

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).

ABCA Alcoholic Beverage Establishment Settlement Agreement

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 13th day of October, 2025 by and between Across The Pond, LLC t/a Across The Pond Restaurant & Pub, License # ABRA-106099 ("Establishment"), and Advisory Neighborhood Commission 2B ("ANC2B") (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, the Establishment holds a License Class C, License Number ABRA-106099, for a business establishment ("Establishment") located at 1734 Connecticut Avenue NW, Washington, D.C. ("Premises");

WHEREAS, Protestant Advisory Neighborhood Commission 2B ("ANC 2B who filed a timely protest (the "Protest") against the Substantial Change Application of the Establishment's license request 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 and Cannabis Board ("ABC Board") approve the Establishment's license Substantial Change conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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 adverse effects upon peace, order, and quiet, and to eliminate the need for a Protest Hearing regarding the license substantial change.

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. ***Nature of the Business.*** The Establishment has applied to change their license from a Class C Restaurant to a Class C Tavern pursuant to the regulations and conditions specified herein. Seeking to alter operation or revise this Agreement is of great concern to residents and shall be subject to review and approval by the ABC Board.
3. ***General Conditions.***
 - a. The Establishment shall at all times during operating hours have an ABCA-certified manager on its premises, including for private events.
 - b. The Establishment shall not permit any person who has not completed ABCA-recognized alcohol awareness or alcohol safety training to serve alcohol.
 - c. The Establishment shall be permitted to participate in ABCA-permitted Pub Crawls.
 - d. The Establishment shall not hire or otherwise allow a promoter or other third party to operate at the establishment or permit that party control over the premises by allowing them to

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- i. Collect admission fees or money from patrons at the premises or in the sidewalk area immediately outside the premises;
- ii. Check identifications or perform body and item searches;
- iii. Distribute wristbands or stamps to patrons to determine their age; or
- iv. Provide alcoholic beverages to customers.

Nothing in this condition shall prevent a third party from engaging in the advertising or promotion of the establishment or events at the establishment through social media, text message, and other media outlets (e.g., radio, television, newspaper, email, flyers, etc.)

- e. The Establishment shall operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law.

4. *Hours of Operation and Sales.*

- a. The Establishment's hours of operation, sales and service of alcoholic beverages, and activities permitted by Endorsements, shall not exceed the hours applied for and approved, or imposed, by order of the ABC Board.
- a. Establishment's hours shall automatically adjust for Daylight Saving Time transitions.
- b. The Establishment shall be allowed to participate in ABCA's Holiday Extended Hours Program.
- c. Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia, the Establishment shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events without requirement for One-Day Substantial Change applications.
- d. The Establishment shall announce "Last Call" not later than 20 minutes prior to closing.
- e. All patrons shall exit the Premises by the closing time.

2. *Parking/Valet Arrangements.* The Establishment and any party or event utilizing the Premises, shall not offer or provide valet parking service.

3. *Noise and Privacy.* The Establishment shall at all times comply with D.C. Official Code § 25-725.

- a. All purveyors and suppliers shall make and complete deliveries only between the hours of 7:00 AM and 6:00 PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.

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4. ***Public Space, Trash, and Litter.*** The Establishment shall keep the sidewalk surrounding its property (up to and including the curb), tree box(es), curb, adjoining alley space, or driveways, clean and free of litter or other debris in compliance with District law.
 - a. The Establishment shall maintain a commercial trash removal contract with a hauling company licensed to operate in the District of Columbia.
 - b. All trash shall be secured in sturdy plastic trash bags. Garbage and recycling containers, dumpsters, shall be kept securely closed at all times.
 - c. The Establishment shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, chewed through or reached the end of their useful life;
 - d. Trash and recycling pick up shall not occur earlier than 7:00 AM on weekdays, 9:00 AM on Saturdays, or 11:00 AM on Sundays; or after 5:00 PM on any day.
 - e. Except where there is a communal arrangement for trash and recycling storage, the Establishment's trash receptacles or storage shall not encroach or be placed upon neighboring property.
 - f. The Establishment shall have the area around the Premises regularly cleaned, and washed as indicated, paying special attention to areas where trash and recycling is stored.
 - g. The Establishment shall have defacement or damage to its premises remedied as promptly as possible.
 - h. The Establishment shall be responsible for timely snow and ice removal from its sidewalk area and take suitable precautions to prevent ice accumulation, in accordance with District of Columbia law.
5. ***Rats and Vermin Control.*** The Applicant shall maintain a professional rat and vermin control contract for its property, and provide proof of current contract upon request of the ABC Board or ABCA official.

In addition to the trash management requirements of this Agreement, the Establishment shall employ reasonable and common-sense measures to lessen the appeal of the Premises and public space to rodents and other vermin.
6. ***Security and Safety.*** The Establishment shall take all necessary measures to ensure its operation does not adversely affect the peace, order, quiet, or safety, of its patrons, staff, neighbors, and the neighborhood.
7. ***License Ownership and Compliance with ABCA Regulations.*** The Establishment shall abide by all Alcoholic Beverage & Cannabis Administration (ABCA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.

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- a. The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of, the Agreement.
 - a. It is not the intent of the Parties that violation of specific laws and regulations referenced in this Agreement and adjudicated by other District agencies result in compounded violations of the Agreement.
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 a breach is of an emergency nature, reasonable notice and opportunity shall provide for a cure within 30 calendar days of the date of such notice.

If the Establishment or the licensee fails to cure within the 30-calendar-day period (or, fails to commence diligently seeking cure for a breach needing more than 30-calendar-days to remedy), such 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 may be delivered by email; mailed via certified mail, return receipt requested; 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.

Contact information for the Parties to This Agreement.

If to the Establishment:

Michael Waters
Across The Pond, LLC
1734 Connecticut Ave NW
Washington, DC 20009
202-579-5756
mtw30324@gmail.com

If to ANC 2B:

Attn: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
2b@anc.dc.gov

Signatures

ESTABLISHMENT:

ANC 2B:

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Michael Waters Owner
By: Printed Name/ Title

Michael Waters
Signature of Licensee or
Legal Representative

Zachary Adams, Chair, ANC 2B
By: Printed Name/Title

[Signature]
Signature