

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

In the Matter of:

AstroDC, LLC
t/a Astro Zombie

Applicant for a New
Retailer's Class CT License

at premises
1509 17th Street, NW
Washington, D.C. 20036

License No.: ABRA-133948

Order No.: 2025-982

AstroDC, LLC, t/a Astro Zombie, Applicant

Zachary Adams, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that AstroDC, LLC, t/a Astro Zombie (Applicant), and ANC 2B have entered into a Settlement Agreement (Agreement), dated October 8, 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 and Chairperson Zachary Adams, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 29th day of October 2025, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocu.com
Donovan Anderson
Key: ac43cb06b0d5f09e4b730003d1dccc8

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 this 8th day of October 2025 by and between AstroDC LLC t/a Astro Zombie, License #ABRA-133948 (“Applicant”) and Advisory Neighborhood Commission 2B (“ANC2B”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, the Applicant has applied for License Class C Tavern, License Number ABRA-133948 with Alcohol Carryout & Delivery Endorsement (“License”), for a business establishment (“Establishment”) located at 1509B 17th Street NW, Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage and Cannabis Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, Protestant Advisory Neighborhood Commission 2B (“ANC 2B”), who filed a timely protest (the “Protest”) against the 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 application 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 application.

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 Applicant shall operate and manage a Class C Tavern with carryout and delivery service to include cocktails, beer, wine, and food pursuant to 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 have an ABC Board-approved owner or officer or an ABCA-certified manager on its premises in the Establishment at all times during operating hours, 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 operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law
 - d. The Establishment shall be permitted to participate in ABCA's Extended Holiday Hours Program and avail itself to extended hours for specific occasions authorized by ABCA, the Mayor, or the DC Council, such as Inauguration or World Cup.
4. ***Hours of Operation and Sales.*** The Establishment's permitted hours of operation shall be as follows:

Hours for inside operation and sales, service, and consumption of alcoholic beverages shall be:

- Sunday through Thursday: 11:00 AM – 2:00 AM
- Friday and Saturday: 11:00 AM– 3:00 AM

Hours for carryout and delivery shall be as follows:

- Sunday through Saturday 11AM – 1:00 AM

The Establishment shall announce "Last Call" not later than 20 minutes prior to closing. However, patrons may continue to consume alcohol purchased prior to or at Last Call until the end of operations.

All patrons shall exit the Premises by the end of operations.

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 the need to submit a One Day Substantial Change Application.

5. ***Parking/Valet Arrangements.*** The Establishment and any party or event utilizing the Premises shall not offer or provide valet parking service.
6. ***Noise and Privacy.*** The Establishment shall at all times comply with D.C. Official Code § 25-725 and take reasonable, necessary actions, including structural remedies and insulation/soundproofing to ensure that music, noise and vibration from the Establishment are not audible or discernible within adjacent or nearby residential properties.
- a. The Establishment shall require its purveyors and suppliers make 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.

7. ***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 or driveway entrances clean and free of litter, bottles, and 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.
 - a. The Establishment shall have the area around the Premises properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.
 - b. The Establishment shall have graffiti, tagging or other defacement of its premises remedied as promptly as possible.
 - c. All refuse shall be placed in sufficiently durable and securely closed plastic garbage bags before placing into a trash container or dumpster. Recycling must be clean and placed in appropriate collection container. Garbage and recycling containers, dumpsters, shall be kept securely closed at all times. If contents exceed capacity, larger or additional containers shall be obtained and used.
 - d. 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;
 - e. The Establishment shall employ only companies licensed to operate in the District of Columbia for collection of trash and recyclables. Pickups shall not occur before 7:00 AM on weekdays; before 9:00 AM on weekends or holidays; and not after 5:00 PM on any day.
 - f. Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring property.
 - g. The Establishment shall be responsible for timely snow and ice removal from its sidewalk area and take proper precautions to prevent ice accumulation, in accordance with District of Columbia law.
8. ***Rats and Vermin Control.*** The Establishment 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.

9. ***Security and Safety.*** The Establishment shall take reasonable, necessary measures to ensure its operation does not adversely affect the peace, order, quiet, and safety of its neighbors and the neighborhood.
10. ***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.
- 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.
 - b. 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.
11. ***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; or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice.
- If the Establishment fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) 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:

Devin Gong
Astro Zombie
1509B 17th Street NW
Washington, DC 20009
gong.devin@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:

AstroDC LLC


By: Ying Gong, Managing Member



Signature of Licensee or
Legal Representative

Zachary Adams, Chair, ANC 2B

By: Printed Name/Title



Signature