

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

IN THE MATTER OF

**A SETTLEMENT AGREEMENT PETITION
SUBMITTED BY**

**2032 P St, LLC
t/a Emissary**

Case No. N/A
ABRA License No. ABRA-136156
Retailer's Class CR License
Board Order No. 2026-683

BEFORE: DONOVAN ANDERSON, *Chairperson*
SILAS GRANT, JR., *Board Member*
TERI JANINE QUINN, *Board Member*
RYAN JONES, *Board Member*
DAVID MEADOWS, *Board Member*
JAMES TURNER, *Board Member*

PARTIES: 2032 P St, LLC, t/a Emissary, at premises 2032 P Street, NW,
Washington, DC 20036, *Licensee*

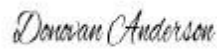
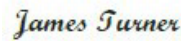
Zachary Adams, Chairperson, Advisory Neighborhood
Commission 2B, *Petitioner*

ORDER APPROVING SETTLEMENT AGREEMENT

The parties listed above have entered into a Settlement Agreement that governs the operation of the Licensee's establishment pursuant to D.C. Official Code § 25-446. This agreement has been reduced to writing and duly submitted to the Alcoholic Beverage and Cannabis Board (Board) for review. The Board, having reviewed the agreement, deems it appropriate for approval and for attachment to the license as a binding Agreement. Therefore, the Board, on this 2nd day of September 2026, hereby **ORDERS** the following:

1. The Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of the Licensee's license in accordance with D.C. Official Code § 25-446.
2. The Settlement Agreement has been attached to this Order and the terms and conditions contained therein are binding on the Licensee.
3. The parties are advised that violations of the Settlement Agreement may be enforceable and that the failure to comply with its terms may be considered during the renewal of the license.
4. The Settlement Agreement may be amended, modified or replaced by the mutual agreement of the parties upon submission of a new written agreement to the Board upon approval by the Board. The license holder may apply for termination of the agreement pursuant to D.C. Official Code § 25-446.

The ABCA shall deliver a copy of this order to the Parties.

OFFICIAL VOTE ON THE ORDER OF THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD		
Board Members	Decision	Signature
DONOVAN ANDERSON, <i>Chairperson</i>	Approve	
SILAS GRANT, JR.	Approve	
TERI JANINE QUINNE	Approve	
RYAN JONES	Approve	
DAVID MEADOWS	Approve	
JAMES TURNER	Approve	
Concurrences or Dissents: N/A		

NOTICE

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within 10 days of service of this Order. The opposing party may file a response within 7 days. If a response is filed, the movant may file a reply within 3 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 NE, Suite 4200-B, Washington, DC 20002, or by email to abca.legal@dc.gov. The failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in the initial motion for reconsideration may result in the waiver of those matters being considered. Further, multiple and repetitive motions may be summarily denied or not considered. 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 NW, Washington, DC 20001.

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). 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 12th day of August, 2026 by and between 2032 P St, LLC t/a Emissary, License # ABRA-136156 ("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 a License Class C Restaurant, License Number ABRA-136156, for a business establishment ("Establishment") located at 2032 P Street NW, Washington, D.C. ("Premises");

WHEREAS, Protestant Advisory Neighborhood Commission 2B ("ANC 2B") who filed a timely protest (the "Protest") against the Issuance 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 Applicant'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 has applied to operate and manage a Class C Restaurant with endorsements for Carryout and Delivery, and Sidewalk Café, 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 Alcoholic Beverage and Cannabis Administration ("ABCA") -certified manager on its premises, including for private events.
 - b. The Establishment shall not permit any person who has not completed alcohol awareness or alcohol safety training to be a bartender or server.
 - c. 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.

The Applicant's permitted hours of operation shall not exceed:

Interior Operations and Alcoholic Beverage Sales, Service, and Consumption:

Sunday through Wednesday, 7:30am – 10:00pm

Thursday through Saturday, 7:30am – 2:00am

Sidewalk Café Operations and Alcoholic Beverage Sales, Service, and Consumption:

Sunday through Wednesday, 7:30am – 10:00pm

Thursday through Saturday, 7:30am – 12:00am (midnight)

Alcoholic beverage carryout and delivery service:

Sunday through Wednesday, 7:30am – 10:00pm

Thursday through Saturday, 7:30am – 1:00am

- a. Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia (“The District,” “DC”), 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.
 - b. All patrons shall exit the Premises by the end of operations.
5. ***Outdoor Seating.*** The Establishment, with valid endorsement and applicable Public Space permit, shall be permitted to operate a Sidewalk Café, subject to the following conditions:
- a. Patrons shall depart the Sidewalk Café area at the end of its operating hours.
 - b. The Establishment shall check the seating area regularly to ensure cleanliness, including at the end of operations.
 - c. Entertainment shall not be provided in the Sidewalk Café without applicable Endorsement or One Day Substantial Change Permit.
 - d. The Establishment shall not drill into, or permanently affix anything to public space except as may be specifically authorized by permit issued by a District government agency.
6. ***Noise and Privacy.***
- a. The Establishment shall at all times comply with D.C. Official Code § 25-725 and take necessary and reasonable actions to ensure that music, noise, and vibrations from the Establishment’s operations are not audible within nearby residential premises.
 - b. 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.

7. ***Public Space, Trash, and Litter.*** The Establishment shall keep the sidewalk surrounding its premises (up to and including the curb), tree box(es), adjoining alley or driveway, 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.
 - b. All trash shall be secured in rodent-resistant containers. Garbage and recycling containers, dumpsters, shall at all times be kept securely closed except when adding or removing refuse.
 - c. The Establishment shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, 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, 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.
8. ***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.
9. ***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.
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.
- 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.

11. ***Notice and Opportunity to Cure.*** Should any of the parties be 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:

Pablo Osorio
2032 P St, LLC t/a Emissary
2032 P Street, NW
Washington, DC 20037
Email Address: mvalverde@tcce.biz

If to ANC 2B:

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

[signatures on the following page]

Signatures

APPLICANT:

2032 P St, LLC


Pablo Osorio, Managing Partner

ANC 2B:


box SIGN 187YX677-1XW58WLP

Zachary Adams, Chair