

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)
)
The New ACD, LLC)
t/a The New ACD)
)
Application for a New)
Retailer's Class CR License)
)
at premises)
5532 Connecticut Avenue, NW)
Washington, D.C. 20015)
)

License No.: ABRA-110576
Order No.: 2018-575

The New ACD, LLC, t/a The New ACD (Applicant)

Dan Bradfield, Commissioner, Advisory Neighborhood Commission (ANC) 3/4G

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

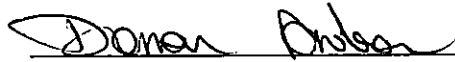
The official records of the Alcoholic Beverage Control Board (Board) reflect that The New ACD, LLC, t/a The New ACD, Applicant for a new Retailer's Class CR License, and ANC 3/4G have entered into a Settlement Agreement (Agreement), dated September 25, 2018, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Dan Bradfield, on behalf of ANC 3/4G, are signatories to the Agreement.

Accordingly, it is this 3rd day of October, 2018, **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 Applicant and ANC 3/4G.


District of Columbia
Alcoholic Beverage Control Board




Donovan Anderson, Chairperson



Nick Alberti, Member

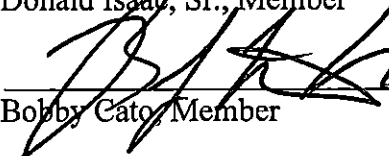


Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 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, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 25th day of September, 2018, by and between The New ACD, License #110576 ("Licensee") and Advisory Neighborhood Commission 3/4G ("Protestant"), collectively, the "Parties."

WITNESSETH

WHEREAS, the Licensee has applied for a new business establishment ("Establishment") Retailer's Class "C" Restaurant license located at 5532 Connecticut Avenue, NW, Washington, DC ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Licensee's license application conditioned upon the Licensee's compliance with the terms of this written Agreement;

WHEREAS, the Parties desire to enter into the Agreement pursuant to DC Official Code Section 25-446 for the operation and maintenance of the Establishment in such a manner to minimize the impact on 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. **Hours of Operation.** The hours of operation shall be no greater than:

7:00 am to 1:00 am Monday through Thursday
7:00 am to 2:00 am Friday and Saturday
7:00 am to 12:00 am Sunday

Hours of Operation Outdoors

7:00 am to 11:00 pm Monday through Thursday
7:00 am to 11:30 pm Friday and Saturday
7:00 am to 11:00 pm Sunday

Hours of Alcoholic Beverage Sales, Service, and Consumption

8:00 am to 1:00 am Monday through Thursday
8:00 am to 2:00 am Friday and Saturday
8:00 am to 12:00 am Sunday

3. **Trash.** The Licensee agrees to store all trash in an enclosed indoor room that will be inaccessible to rodents or other pests. The Licensee agrees to have scheduled trash pick-ups at least three times per week. If, however, the Licensee does not store all trash in an enclosed indoor room that is inaccessible to rodents and other pests, the Licensee agrees to have scheduled trash pick-ups seven days per week. The Licensee further agrees not to dispose of any glass bottles between the hours of 12:00 am and 7:00 am except in the enclosed indoor room.
4. **Occupancy.** The Licensee agrees that the occupancy of the Premises will be no greater than 111 indoors and 54 outdoors.
5. **Notice and Opportunity to Cure.** In the event that the Licensee is in breach of this Agreement, it shall be entitled to reasonable notice and an opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. In the event of a breach, the Protestant shall provide notice to the Licensee and give the Licensee 30 days to cure the alleged breach. The 30-day period shall begin on the date of such notice. If Licensee fails to cure with the 30-day period (or, with respect to a breach that reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure), such failure shall constitute a cause for filing a complaint with the Alcoholic Beverage Regulation Administration ("ABRA"). Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other Parties to this Agreement to the addresses contained in Section 6. Notice shall be deemed given as of the time of receipt or refusal of receipt.

6. **Notices.** All notices required to be given by this Agreement shall be given to the following addresses. Should either of the Parties change its address, the other party shall be notified of such change in writing.

If to Licensee: The New ACD
5532 Connecticut Avenue, NW
Washington, DC 20015
Attn: Steven Thornton

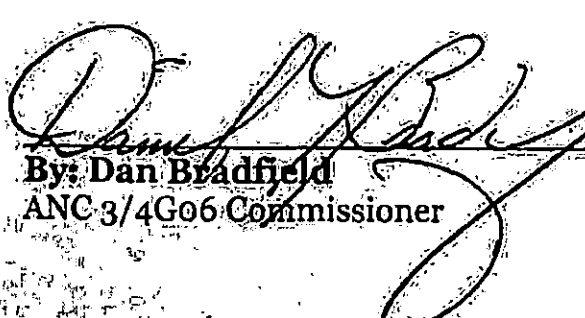
If to Protestant: ANC 3/4G
Chevy Chase Community Center
5601 Connecticut Avenue, NW
Washington, DC 20015
Attn: Dan Bradfield

7. **Stipulated License.** Upon execution of this Agreement by the Parties, ANC 3/4G agrees to send a letter to ABRA recommending that the Licensee's application be approved and that the Licensee be granted a stipulated license.

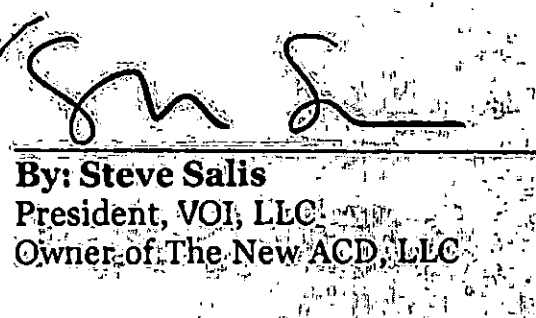
WHEREFORE, by the signatures of the representatives of the Protestant and Licensee, Licensee hereby agrees to the aforementioned covenants, and ANC 3/4G agrees to the License, provided that the Agreement is incorporated into the ABC Board's Order.

PROTESTANT:

LICENSEE:



By: Dan Bradfield
ANC 3/4G06 Commissioner



By: Steve Salis
President, VOI, LLC
Owner of The New ACD, LLC