

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

**In the Matter of:**

Noddle Dog Hospitality, LLC  
t/a Tiger Fork

Holder of a  
Retailer's Class CT License

at premises  
922 N Street, NW  
Washington, D.C. 20001

License No.: ABRA-103195  
Order No.: 2022-953

Noddle Dog Hospitality, LLC, t/a Tiger Fork, Licensee

John Guggenmos, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Noddle Dog Hospitality, LLC, t/a Tiger Fork (Licensee), and ANC 2F entered into a Settlement Agreement (Agreement), dated November 30, 2022, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson John Guggenmos, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 14th day of December 2022, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 2F.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a2432b08c96d5f00e4b736699d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ce3739222e6a6e8c1e3328d2045e2

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 2e562f6c9d7ba10947f0c75bd79f7a220f

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Alaya Crockett, Member*  
Key: b550a01e48a15e401d155e5e120f1e2

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82-729915704474915109c24d80f

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 0027fda7f05f049ec14ad6b52541ce5

Edward S. Grandis, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 on this \_\_\_ day of November 2022, by and between Noddle Dog Hospitality LLC t/a Tiger Fork ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

### RECITALS

(a) Applicant has applied for a renewal of its Retailer Class C Tavern License, ABRA-103195 (the "License") for a business establishment ("Establishment") located at 922 N Street (Rear), NW in Blagden Alley (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the renewal application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 will manage and operate a Tavern serving food. Any substantial change from this model shall require prior approval by the ABC Board.
3. Hours. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
  - a. Hours of Operation and Hours of Sales/Service/Consumption of Alcoholic Beverages:
    - i. Sunday – Thursday: 8:00am to 2:00am; and
    - ii. Friday & Saturday: 8:00am to 3:00am
  - b. Hours of Entertainment:
    - i. Sunday: 11:00am – 12:00am;
    - ii. Monday: 12:00pm – 12:00am;
    - iii. Tuesday – Thursday: 12:00pm – 1:00am; and
    - iv. Friday & Saturday: 11:00am – 2:00am.

**Additionally:**

- c. Applicant will announce "last call" before the end of operating hours and all sales of alcoholic beverages will end 30 minutes before the end of operating hours. However, patrons may continue to consume alcoholic beverages ordered before or at the end of sales until the end of the Hours of Sales, Service & Consumption of Alcoholic Beverages.
- d. Exceptions to the standard 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" Licensee 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, Licensee may avail itself of such extended hours; and

- iii. On January 1 of each year Licensee may sell, serve, and permit the consumption of alcoholic beverages until 4:00am. ANC 2F shall not object to Applicant applying for a One-Day Substantial Change, in accordance with District law, so that it may offer interior Entertainment until 3:00am on January 1 of each year.
  - iv. And, on January 1 of each year Applicant may operate for one additional hour.
4. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment.
  5. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.
  6. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
  7. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
  8. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
  9. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
  10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
  11. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at [www.ANC2F.org](http://www.ANC2F.org).

12. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
13. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.


If to Applicant:           Noddle Dog, LLC t/a Tiger Fork  
922 N Street (rear), NW  
Washington, DC 20001  
Attn: Greg Algie, Managing Member  
greg@blagdenhospitality.com

If to the ANC:             Advisory Neighborhood Commission 2F  
5 Thomas Circle, NW  
Washington, DC 20005  
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

*[signatures on the following page]*

ADVISORY NEIGHBORHOOD COMMISSION 2F

By:   
\_\_\_\_\_  
**John Guggenmös**  
Chairman

APPLICANT

NODDLE DOG, LLC  
By:   
\_\_\_\_\_  
Greg Algie, Managing Member