

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

_____)
In the Matter of:)
)
Stubs, LLC)
t/a Stub's Kitchen and Wine)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
1401 T Street, N.W.)
Washington, D.C. 20009)
_____)

Case No. 12-PRO-00012
License No. ABRA-088527
Order No. 2012-258

Stubs, LLC, t/a Stub's Kitchen and Wine (Applicant)

Will Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Dwight Barbour and Elwyn Ferris, on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF
PROTESTS OF ANC 2B AND A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Stubs, LLC, t/a Stub's Kitchen and Wine (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 12, 2012, and a Protest Status Hearing on April 18, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and A Group of Five or More Individuals have entered into a Voluntary Agreement

Stubs, LLC
t/a Stub's Kitchen and Wine
Case No. 12-PRO-00012
License No. ABRA-088527
Page 2

(Agreement), dated May 11, 2012, 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; Chairperson Will Stephens, on behalf of ANC 2B; and Dwight Barbour and Elwyn Ferris, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and the Group of Five or More Individuals.

Accordingly, it is this 13th day of June, 2012, **ORDERED** that:

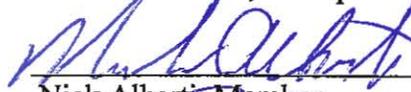
1. The Application filed by Stubs, LLC, t/a Stub's Kitchen and Wine, for a new Retailer's Class CR License, located at 1401 T Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Voluntary 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 Applicant, ANC 2B, and Dwight Barbour and Elwyn Ferris, on behalf of the Group of Five or More Individuals.

Stubs, LLC
t/a Stub's Kitchen and Wine
Case No. 12-PRO-00012
License No. ABRA-088527
Page 3

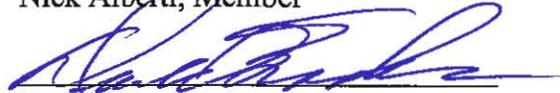
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009

VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May 2012, by and between Stub's, LLC, t/a Stub's Kitchen & Wine (hereinafter the "Applicant") and The Advisory Neighborhood Commission 2B (hereinafter "ANC 2B") and affected residents who are listed as parties of record (hereinafter the "Protestants").

WHEREAS, Applicant has filed a new application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a class "C" license for the restaurant premises located at 1401 T Street, N.W. (hereinafter the "Restaurant").

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the ANC 2B's concerns and ANC 2B will agree to withdraw its protest opposing the ABC Board's issuance of the ABC license to the Applicant.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. NATURE OF THE BUSINESS:

The Applicant herein agrees to manage and operate a full service restaurant, serving lunch, dinner and brunch. Its primary focus is to be a "neighborhood" establishment serving the immediate community in which it seeks to operate. It further agrees that it is not considered to be a "destination" restaurant, and will therefore not promote itself as such. This does not restrict the Applicant's ability to obtain restaurant reviews and provide discounts and coupons to its customers. Accordingly, the following provisions are structured to support the successful operation of such an establishment. Any deviation from this model will be considered a violation of the terms of this Voluntary Agreement (hereinafter "VA"), and subject to any/all remedial provisions allowed by the Alcoholic Beverage Regulation Administration (hereinafter "ABRA") regulations and statutes.

2. HOURS OF OPERATION (interior)

Food service will continue until half an hour prior to closing. Applicant's hours of operation shall be as follows.

First Floor:

Sunday – Thursday: 10:00am-2:00am (with "last call" half an hour prior to closing)
Friday & Saturday: 10:00am-3:00am (with "last call" half an hour prior to closing)

Second Floor:

Sunday – Thursday: 10:00am-1:00am (with "last call" half an hour prior to closing)
Friday & Saturday: 10:00am-2:00am (with "last call" half an hour prior to closing)

3. HOURS OF OPERATION (T street sidewalk Café)

Sunday – Thursday 10:00am-11:00pm (totally closed down, no patrons in sidewalk café)
Friday & Saturday: 10:00am-12:00midnight (totally closed down, no patrons in sidewalk café)

4. SIDEWALK CAFÉ:

Applicant will operate its sidewalk café in accordance with all regulations as stipulated in its public space permit for a total of 22 seats. The service of food is required during all operating hours of the sidewalk café. The service of "alcohol only" is strictly prohibited, and shall be deemed a violation of this VA.

All customers for the sidewalk café must enter through the main entrance to the establishment, and there will be no queuing of customers permitted on T Street. All queuing must be on 14th Street, and must be regulated to prevent any extraneous noise that might potentially disturb the surrounding residents.

There will be no music permitted in the outdoor café. Furthermore, any music emanating from inside the establishment, that is audible from any part of the exterior of the establishment shall be deemed a violation of this VA.

There will be no heaters permitted in the sidewalk café.

All sidewalk café furniture must be shall be stacked and secured within the café area at the closing time of the sidewalk café and removed nightly and taken inside the establishment at closing of the restaurant. The sidewalk café and the immediate surrounding area will be thoroughly cleaned and free of all debris every night at closing.

Spilled food must be picked-up daily, and not washed into the gutters and left as a food source for rodents.

The sidewalk café may be opened during "special events" but must operate in the same manner as it does during regular business operations.

5. ENTERTAINMENT

During the normal hours of operation, Applicant shall be permitted to have background music, which shall be kept at a level free of any vibrations detectable from outside the establishment. There will be no designated dance floor, and no dancing is permitted except on New Year's Eve.

Applicant is permitted to have an Entertainment Endorsement in order to host special events and to have a live jazz band to compliment dining/brunch services. "Special events" for purposes of this Agreement means that the restaurant is reserved exclusively or principally for a single group or event during regular hours of operation and may include a DJ or live music. Outside of special events, no DJ is permitted. Applicant agrees that it will limit special events to not more than two (2) in any one month except during the month of December and not more than fifteen (15) within a twelve (12) month period.

Applicant has conceded to the limitation with the understanding that the limit will be reviewed by the parties at the end of the year from the opening date of the restaurant. If experience demonstrates that the applicant's special events had not had an undue impact on the neighborhood, the Protestants agree

to consider increasing the limitation on special events; and if problems have occurred, Applicant agrees to consider reducing such limitation.

Applicant is prohibited from having events by private promoters, events that are advertized publicly, events that seek to have a cover charge, or any event that is demonstrative of a "club" or "lounge" operation. Such events shall be deemed a violation of this VA.

All private events will require the Applicant to hire the services of a Valet Parking company for the duration of the event. Valet services must use private off-street parking and are strictly prohibited from using public parking for their valet customers. All contracts to lease the premises for private/special events shall require clients to sign a parking agreement requiring off-street parking for all their guests.

6. TRASH:

As the property housing this establishment is landlocked, the maintenance of trash is of particular importance to the neighbors. There will be NO trash receptacle of any kind permitted to be maintained or placed in any way, on the public space, or anywhere on the exterior of the establishment.

All trash and food refuse must be maintained inside the premises at all times, except during the exact times of collections by a licensed Trash hauling company. Trash cannot be put out in anticipation of any scheduled pick-up until the actual pick-up arrives, and cannot be put out on the public space overnight, or at any time prior to the actual pick-up.

Trash receptacles cannot be washed or maintained on the public space.

Any signs of rodent presence will be cause to require immediate extermination services.

All trash pick-ups, and bottle collection, must be made on 14th Street between the hours of 10:00am and 3:00pm. NO trash trucks or pick-ups will be permitted on T Street.

7. NOISE:

To avoid any disturbances to the surrounding neighbors, all restaurant patrons will be required to queue up on 14th Street. No queuing of customers will be allowed on the T Street side of the property.

Applicant agrees to post reasonable signage on the door of the establishment reminding their patrons that the residential nature of the community necessitates that they maintain a respectful level of decorum upon leaving the establishment.

No noise or music shall be audible from outside the establishment. If it is determined (by neighbors), that noise or music is audible on the T Street side of the property, particularly as a result of any ingress or egress (especially through the T Street sidewalk café door), Applicant herein agrees to take reasonable measures, in consultation with the affected neighbors, to abate the problem to the satisfaction of all parties. Failure to do so will be considered a violation of this VA.

8. PARKING:

Applicant recognizes the importance of parking not only for its success and the convenience of its patrons, but also ANC 2B's concern as to the potential impact of Applicant's patrons on street parking in the surrounding residential community. Therefore, the Applicant agrees to employ the services of a

professional Valet Parking service that provides off-street parking for both patrons and employees, and furnish a signed copy of said contract to the protestant group.

Additionally, the Applicant agrees that it shall follow a policy which includes notifying patrons and potential patrons on the Establishment's website of (i) nearby available public parking options and (ii) nearby public transportation, including subway and bus lines.

The Valet company, must be exclusively operated on 14th Street, as close as is practical to the establishment's main entrance, and prohibited from operating on T Street.

Any deviation from this will be considered a violation of this VA.

9. DELIVERIES:

All deliveries must be made on 14th Street between the hours of 10:00am and 3:00pm. NO deliveries will be permitted to be made from T Street, and NO delivery vehicles will be permitted to park, stand or double park on T Street at any time.

10. SECURITY:

The Applicant shall have an ABC licensed manager on duty at all hours of operation, and herein agrees to furnish the protestants with the contact name(s) and telephone number(s) for any/all personnel appropriate to contact for any problems perceived by the protestants/neighbors:

Name Antonio Matarazzo, General Manager Contact Telephone # 703-606-7400

Name Med Lahlou, Owner Contact Telephone # 202-230-6053

All private events as outlined under ENTERTAINMENT shall be required to have sufficient security to police inside and outside the establishment so as to avoid any disturbance to the neighbors.

11. LICENSE AND OWNERSHIP:

Applicant agrees to abide by all ABRA regulations regarding the ownership of the license.

In the event of the sale or transfer of this license, this VA will remain in effect, and the existence of this VA will be fully disclosed to any potential transferee, assignee, or contractee.

12. ENFORCEMENT OF THIS VA

In the event of a violation of any provision of this VA, the complainant must provide written notice to the Applicant via Certified Mail, Return Receipt Requested, and the Applicant must be given 30 days to cure the violation. Failure to do so by the Applicant shall be cause to request a Show Cause Hearing before the ABRA Board.

13. RIGHT TO PROTEST, NOTICE AND OPPORTUNITY TO CURE:

In the event that the Applicant is in breach of this agreement (not requiring an ABRA-defined violation), Applicant shall be notified in writing of such alleged breach and given 30 days from date of complaint to

cure said breach. If Applicant fails to cure said breach, or fails to take the necessary measures to undertake the curing of the said breach within 30 days, it shall be deemed a violation of the VA and grounds for requesting a Show Cause Hearing before the ABC Board.

Any notices required to be made under this Agreement shall be in writing and mailed by Certified mail to the other Parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. WITHDRAWAL OF PROTEST:

Protestant agrees to the issuance of the license and the withdrawal of their protest upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's issuing, amending or renewing the license, which is thereby conditioned upon compliance with such Voluntary Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 11th day of May 2012.

APPLICANT:

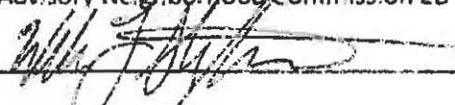
Stub's LLC d/b/a Stub's Kitchen & Wine

By:  _____

Med Lahiou, Managing Member

PROTESTANT:

The Advisory Neighborhood Commission 2B ("ANC 2B")

By:  _____

Will Stephens, Chair

Group of 12 Individual Protestants

By:  _____

Dwight Barbour, Designated Representative

By:  _____

Elwyn Ferris, Designated Representative