

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

_____)	
In the Matter of:)	
)	
Whole Foods Market Group, Inc.)	
t/a Fresh Fields Whole Foods Market)	
)	
Holder of a)	License No. ABRA-060167
Retailer's Class B License)	Order No. 2013-102
)	
at premises)	
1440 P Street, N.W.)	
Washington, D.C. 20005)	
_____)	

Whole Foods Market Group, Inc., t/a Fresh Fields Whole Foods Market (Licensee)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Whole Foods Market Group, Inc., t/a Fresh Fields Whole Foods Market (Licensee) and ANC 2F entered into a Voluntary Agreement (Agreement), dated July 13, 2000, and a First Amendment to Voluntary Agreement (First Amendment), dated May 2, 2007, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated April 9, 2013, in accordance with D.C. Official Code § 25-446 (2001).

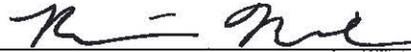
The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Matt Raymond, on behalf of ANC 2F, are signatories to the Second Amendment.

Accordingly, it is this 24th day of April, 2013, **ORDERED** that:

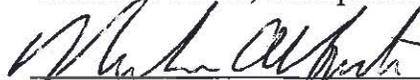
1. The above-referenced Second Amendment to Settlement Agreement, dated April 9, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement and the First Amendment, not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 2F.

Whole Foods Market Group, Inc.
t/a Fresh Fields Whole Foods Market
License No. ABRA-060167
Page 3

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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.

SECOND AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT, made this 7th day of April, 2013 by and between Whole Foods Market Group, Inc. ("Applicant") and Advisory Neighborhood Commission ANC 2F ("ANC 2F")

WITNESSETH

WHEREAS, Applicant and ANC 2F entered into a Voluntary Agreement dated July 13, 2000 concerning Applicant's Retailer's License Class B alcoholic beverage license for premises at 1440 P Street, NW, Washington, DC, Application No. 50070; and

WHEREAS, by Amendment to Voluntary Agreement dated May 2, 2007, the parties agreed to relax the single sale restriction on a trial basis;

WHEREAS, the trial period ended with no incidents related to the relaxation of the single sale ban, and has not been extended;

WHEREAS, the parties desire to amend the Voluntary Agreement, to amend the single sale restriction as hereinafter set forth.

NOW THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Paragraph 7. Paragraph 7 of the Voluntary Agreement shall read as follows:

Paragraph 7:

Applicant shall not sell, give or offer for sale, a single can, bottle or other container of beer or ale with a capacity of less than 16 ounces. Applicant agrees that, except as provided herein, Applicant shall not divide a manufacturer's package containing

more than one can, bottle or other container of beer or ale, if the capacity of any individual can, bottle or other container in such package is 16 ounces or less, in order to sell such individual can, bottle or container. Nothing herein shall prohibit Applicant from dividing a manufacturer's package for the purpose of selling beer or ale in groups of two (2) or more cans, bottles or other containers.

4. Notices. The notice addresses contained in Paragraph 12 are hereby amended as follows:

A. If to the Applicant:

Whole Foods Market Group, Inc.
5515 Security Lane, Suite 900
Rockville, MD 20852

With a Copy To:

Ryan Bissett, Licensing Paralegal
ryan.bissett@wholefoods.com

With a Copy To:

Andrew J. Kline
Veritas Licensing & Legislative Affairs
1225 19th Street, NW, Suite 320
Washington, DC 20036
Akline@veritaslla.com

B. If to ANC 2F:

ANC 2F
5 Thomas Circle, NW
Washington, DC 20005

Either party may change their notice address and/or the identity of the person to receive notice by written notice given in accordance with the provisions of this Paragraph 12.

5. Voluntary Agreement Otherwise Unamended. Except as otherwise provided herein, the Voluntary Agreement is unamended and remains in full force and effect.

6. Effectiveness. This Amendment shall be effective upon its approval by the Alcoholic Beverage Control Board of the District of Columbia.

7. Counterparts. This Amendment may be executed in simultaneously in two counterparts together which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ANC 21:

By:

Print Name: Matt Raymond

Date Signed: 4/3/13

APPLICANT:

Whole Foods Market Group, Inc.

By:

Print Name/Title: Albert Peralta, Secretary

Date Signed: 4/9/13

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

<u>In the Matter of:</u>)	
)	
Whole Foods Market Group, Inc.)	
Fresh Fields Whole Foods Market)	
)	
Holder of a)	License No.: 60167
Retailer's Class B License –)	Order No: 2007-041
at premises)	
1440 P Street, N.W.)	
Washington, D.C.)	
)	

Andrew J. Kline, Esquire, on behalf of the Applicant

Charles Reed, Chair, on behalf of Advisory Neighborhood Commission 2F (ANC 2F),
Protestant

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON FIRST AMENDMENT TO VOLUNTARY AGREEMENT

The Applicant and Advisory Neighborhood Commission 2F (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated July 13, 2000 setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' First Amendment to Voluntary Agreement (First Amendment) in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement and that both the Applicant and Charles Reed, Chairperson, on behalf of ANC 2F, are signatories to the First Amendment. The First Amendment has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the First Amendment, all terms and conditions of the original Agreement not amended by the First Amendment shall remain in full force and effect.

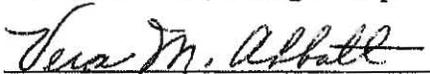
Whole Foods Market Group
License No. 60167
Page Two

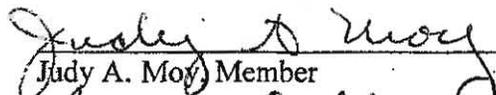
Accordingly, it is this 1st day of August 2007, **ORDERED** that:

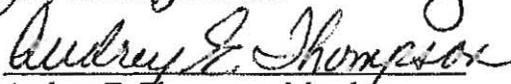
1. The First Amendment to Voluntary Agreement by and between Whole Foods Market Group, Inc., 1440 P Street, N.W., Washington, D.C., and Advisory Neighborhood Commission 2F to the existing July 13, 2000 Agreement is **APPROVED**;
2. The above-referenced First Amendment is **INCORPORATED** as part of the existing Agreement and this Order; and
3. Copies of this Order shall be sent to ANC 2F and the Applicant.

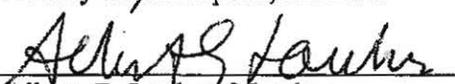
District of Columbia
Alcoholic Beverage Control Board

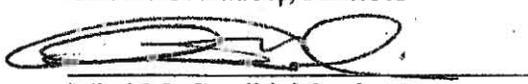

Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Albert G. Lauber, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

FIRST AMENDMENT TO VOLUNTARY AGREEMENT

THIS FIRST AMENDMENT TO VOLUNTARY AGREEMENT, made this 2nd day of May, 2007 by and between Whole Foods Market Group, Inc. ("Applicant") and Advisory Neighborhood Commission ANC 2F ("ANC 2F" or "Commission").

WITNESSETH

WHEREAS, Applicant and ANC 2F entered into a Voluntary Agreement (the "Agreement") dated July 13, 2000 concerning Applicant's Retailer's License Class B alcoholic beverage license for premises at 1440 P Street, NW, Washington, DC, Application No. 50070; and

WHEREAS, ANC 2F requested and Licensee agreed to prohibit single sales of beer and ale in containers of 40 ounces or less, and such provision was incorporated as paragraph 7 of the Agreement; and,

WHEREAS, the purpose of such provision from the standpoint of ANC 2F was to reduce drinking in public places by vagrants and alcohol abusers and to reduce public trash problems, the Commission having determined that sales of beer and ale in small containers aggravated such problems; and,

WHEREAS, Applicant has requested, and ANC 2F has agreed to, an amendment to the Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I Recitals Incorporated. The recitals set forth above are incorporated herein by

reference.

2. Paragraph 7. Paragraph 7 of the Agreement is amended to read in its entirety as follows:

Applicant shall not sell, give or offer for sale, a single can, bottle or other container of beer or ale with a capacity of 16 ounces or less. Applicant agrees that, except as provided herein, Applicant shall not divide a manufacturer's package containing more than one can, bottle or other container of beer or ale, if the capacity of any individual can, bottle or other container in such package is 16 ounces or less, in order to sell such individual can, bottle or container. Nothing herein shall prohibit Applicant from dividing a manufacturer's package for the purpose of selling beer or ale in groups of four (4) or more cans, bottles or other containers.

3. Trial Period. The provision contained in Paragraph 2, above, shall remain in effect until October 31, 2007. On that date, unless the parties have agreed to extend the amendment, it shall lapse, in which case, the language of paragraph 7 of the Agreement shall be reinstated and be in full force and effect.

4. No Restriction on Renewal. Nothing in this Amendment shall restrict or prohibit the Applicant's right to request the Board to approve an amendment to the Voluntary Agreement, including the amendment contained in Paragraph 2, concurrent with the renewal of its license as permitted by D.C. Code Section 25-446(d) (2).

5. Notices. Paragraph 12 of the Agreement is amended to read in its entirety as follows:

A. If to the Applicant:

Whole Foods Market Group, Inc.
5515 Security Lane, Suite 900
Rockville, MD 20852

With copies via E-mail to:

Randall King, Mid Atlantic Regional Associate

Associate Specialty Coordinator for Wine and Beer
randall.king@wholefoods.com

and

Christa Hanrahan, Licensing Paralegal
christa.hanrahan@wholefoods.com

And with a Copy To:

Andrew J. Kline, Esq.
1225 19th Street, NW, Suite 320
Washington, DC 20036

B. If to ANC 2F:

ANC 2F
5 Thomas Circle, NW
Washington, DC 20005

With copy to:

Charles D. Reed
Chairman, ANC 2F
c/o Kile, Goekjian, Reed & McManus
1200 New Hampshire Avenue, NW
Suite 20036
Washington, DC

202/659-8000

Either party may change their notice address and/or the identity of the person to receive notice by written notice given in accordance with the provisions of this Paragraph 12

6. Agreement Otherwise Unamended. Except as otherwise provided herein, the Agreement is unamended and remains in full force and effect.
7. Effectiveness. This Amendment shall be effective upon its approval by the Alcoholic Beverage Control Board of the District of Columbia.
8. Counterparts. This Amendment may be executed in simultaneously in one or more counterparts which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ANC 2F:

By: Charles D. Reed
Charles D. Reed
Chairman

Date Signed: May 2, 2007

APPLICANT:

Whole Foods Market Group, Inc.

By: [Signature]

Print Name Allyson Perciva

Title: Secretary

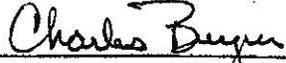
Date Signed: 6/22/07

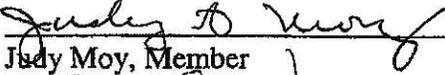
Whole Foods Market Group, Inc.
t/a Fresh Fields Whole Foods
Page two

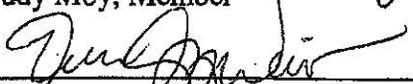
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

50070

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this [#] 13 day of ~~June~~ July, 2000, by and between Whole Foods Market Group, Inc. ("Applicant") and Advisory Neighborhood Commission ("ANC 2F").

WITNESSETH

WHEREAS, Applicant has applied for a retailer's license Class B for premises at 1440 P Street, NW, Washington, D.C., Application no. 50070;

WHEREAS, ANC 2F, but for Applicant entering this Agreement, would have protested the issuance of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcoholic Beverage Control Board to approve the Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement.

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. Sale of Drug Paraphenalia Prohibited. Applicant agrees it shall not sell rolling papers, glassine bags of the type used for drug distribution, or other "Drug Paraphenalia" as that term is defined in D.C. Code §33-601 (1981 ed.).
3. Go-Cups Prohibited. Applicant agrees not to sell or provide paper or plastic throw away cups or "go-cups" as single items or in packages of five (5) or less to customers. A "go-cup" is defined in Section 709.7 of the Alcoholic Beverage Control regulations

as a "drinking utensil provided at no charge or nominal charge to customers for the purpose of consuming alcoholic beverages".

4. No Sales of Individual Ice Cups. Applicant agrees that it shall not sell ice except in boxes or bags of five (5) pounds or larger unless as part of a fountain soft drink or other nonalcoholic beverage.

5. No Sale of Blunts. Applicant agrees not to sell "blunts", cigars commonly known as being used for the ingestion of marijuana or other illegal drugs.

6. No Sale of Malt Liquor. Applicant agrees that it shall not sell malt liquor.

7. No Single Sales. Applicant shall not sell, give or offer for sale, a single can, bottle or other container of beer or ale with a capacity of 40 ounces or less. Applicant agrees that, except as provided herein, Applicant shall not divide a manufacturer's package containing more than one can, bottle or other container of beer or ale, if the capacity of any individual can, bottle or other container in such package is 40 ounces or less, in order to sell such individual can, bottle or container. Nothing herein shall prohibit Applicant from dividing a manufacturer's package for the purpose of selling beer or ale in groups of four (4) or more cans, bottles or other containers.

8. ANC Support of Application. ANC 2F hereby expresses its support for the application and joins with Applicant in requesting the Alcoholic Beverage Control Board to accept this Agreement as a condition to the issuance of Applicant's license.

9. Conditions of License. It is understood that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violation of any provision contained in this Voluntary Agreement within thirty (30)

days of written notice may constitute grounds for the Alcoholic Beverage Control Board to issue a notice to show cause why the license should not be suspended or revoked.

10. No Further Protests. The parties agree not to protest the Applicant's renewal at its next renewal date so long as the provisions of this Agreement have not been materially breached.

11. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license.

12. Notices. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

a. If to the Applicant, to:

Mr. Joel Danick
Vice President
Whole Foods Market Group, Inc.
6015 Executive Boulevard
Rockville, MD 20852

b. If to ANC 2F:

c/o Leslie Miles
Chair Person
ANC 2F
1244 Tenth Street, NW
Washington, DC 20001

13. 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.

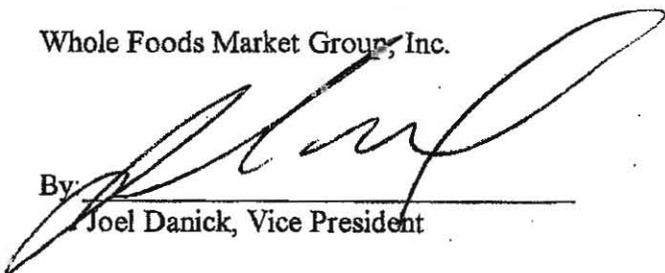
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

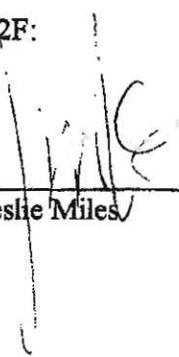
Shawn Carpenters

APPLICANT:

Whole Foods Market Group, Inc.

By: 
Joel Danick, Vice President

ANC 2F:

By: 
Leslie Miles