

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

In the Matter of:)
)
Glad, LLC)
t/a Jack's)
)
Application For Substantial Change to)
a Retailer' Class CR License)
)
at premises)
1527 17th Street, N.W.)
Washington, D.C. 20036)
)

License No. 74020
Order No. 2009-276

Glad, LLC, t/a Jack's, Applicant

Robin Diener, President, on Behalf of Dupont Circle Citizens Association ("DCCA")

Allen Greenberg, Madison Jones, and Davis J. Mallof, on Behalf of a Group of Five or More Individuals ("Group of Five")

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Glad, LLC, t/a Jack's (Applicant), filed an Application for a Substantial Change to a Retailer's Class CR License located at 1527 17th Street, N.W., Washington D.C., DCCA, and a Group of Five have entered into a Voluntary Agreement, dated November 17, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application.

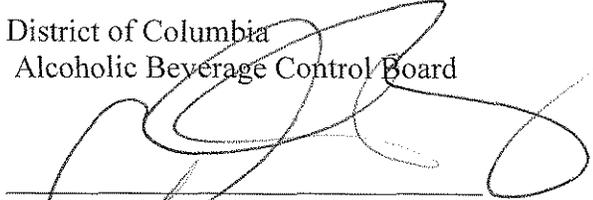
Glad, LLC
t/a Jack's
License No: 74020
Page 2

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Robin Diener, on behalf of DCCA; and Allen Greenberg, Madison Jones, and David J. Mallof, on behalf of the Group of Five.

Accordingly, it is this 9th day of December 2009, **ORDERED** that:

1. The Application filed by Glad, LLC, t/a Jack's, for a Substantial Change to a Retailer's Class CR License located at 1527 17th Street, N.W., Washington, D.C., is **GRANTED**;
 2. The Protest in this matter is hereby **WITHDRAWN**;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, DCCA, and Group of Five.
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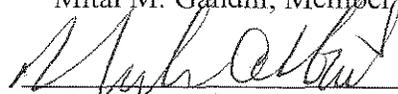
District of Columbia
Alcoholic Beverage Control Board



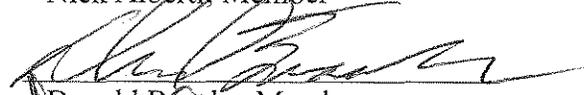
Charles Brodsky, Acting Chairperson



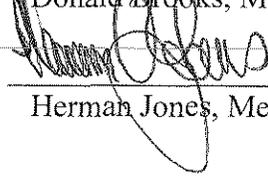
Mital M. Gandhi, Member



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, 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.

VOLUNTARY AGREEMENT

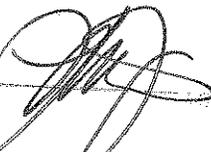
THIS AGREEMENT is made and entered into as of this 17 day of November 2009, by and between Glad, LLC (hereinafter the "Applicant"), Dupont Circle Citizens Association (hereinafter "DCCA"), and one recognized individual group of 24 residents protesting the application (hereinafter inclusively "Protestants").

WHEREAS, Applicant having filed a substantial change application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for expansion of its premises to include the second floor and a rooftop summer garden for the licensed premises at 1527 17th Street, N.W., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the expansion of the ABC licensed premises and withdraw the Protests.

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

- 1. Rooftop Summer Garden:** Applicant withdraws its application for a rooftop summer garden. Applicant agrees not to apply for a rooftop summer garden or an expansion to any outdoor private space for five (5) years from the date of this agreement.
- 2. Use of Second Floor:** Applicant is permitted to use the interior second floor space at 1527 17th Street, N.W. to include occupancy at tables and a bar not to exceed 48 patrons, except as may be modified by six (6) one day substantial change exceptions in any calendar year. The hours of operation and alcoholic beverage service on this floor will not extend beyond 2 AM on Friday and Saturday nights (and any night preceding Federal or District holidays) or past 1 AM on other nights.
- 3. Noise Suppression:** Sound attenuation methods will be utilized in the construction of the 2nd floor. Construction of a vestibule for an existing 1st floor entrance creating a second interior door will be completed before use of the second floor commences. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
- 4. Ingress/Egress to Second Floor:** Applicant shall construct an interior access from the first floor to the existing stairway entrance from the front of the establishment on 17th Street. Thus, ingress and egress to the second floor shall be either directly from the 17th Street entrance to the second floor, or through the first floor access to the existing stairway. However, no patron of the second floor shall be allowed to ingress or egress from the rear stairway leading to the alley abutting Stead Park. Such rear stairway is to be used for egress/escape in case of an emergency only.
- 5. Sidewalk Space:** Applicant agrees to work with its neighbors and their representatives to bring the western edge of the outdoor service area up to 3 feet closer to applicant's



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DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

building, thus expanding the sidewalk area by that same 3 or so feet, provided, however, such reduction in size can be accomplished without requiring applicant to reduce or remove outdoor seats. In such case, the edge will be reduced in an amount that will not cause a reduction or removal of seats, but in no case shall that amount exceed 3 feet.

6. **Cooperation with Residents:** Applicant agrees to meet, as needed, with the Protestants to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestants to resolve these problems.
7. **Withdrawal of Protest:** Protestants agree to the expansion of the licensed premises to include second floor use and the withdrawal of their protests upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
8. **Right to Protest:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). If violations are not resolved by the parties, the parties agree that any failure of the Applicant to adhere to the foregoing commitments constitutes a breach of this agreement and grounds for the Protestants to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this ____ day of November 2009.

APPLICANT:
GLAD, LLC

PROTESTANT:
DUPONT CIRCLE CITIZENS ASSOCIATION

By: Latif Guler
Managing Member



By: Robin Diener
President

GROUP OF 2 CERTAIN PROTESTANTS



By: Allen Greenberg

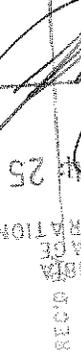
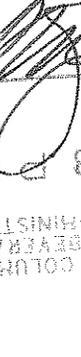
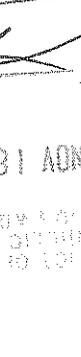
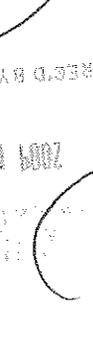


By: Madison Jones



By: David J. Mallof



reduction in size can be accomplished without requiring applicant to reduce or remove outdoor seats. In such case, the edge will be reduced in an amount that will not cause a reduction or removal of seats, but in no case shall that amount exceed 3 feet.

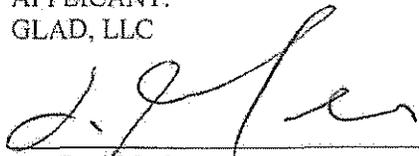
6. Cooperation with Residents: Applicant agrees to meet, as needed, with the Protestants to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestants to resolve these problems.

7. Withdrawal of Protest: Protestants agree to the expansion of the licensed premises to include second floor use and the withdrawal of their protests upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

8. Right to Protest: The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). If violations are not resolved by the parties, the parties agree that any failure of the Applicant to adhere to the foregoing commitments constitutes a breach of this agreement and grounds for the Protestants to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this ____ day of November 2009.

APPLICANT:
GLAD, LLC



By: Latiff Guler
Managing Member

PROTESTANT:
DUPONT CIRCLE CITIZENS ASSOCIATION

By: Robin Diener
President

GROUP OF 24 CERTAIN PROTESTANTS

By:

By:

By:

ATTACHMENT A

I. Protestant Group of 23 Individuals

3 Co-Leaders:

- Allen Greenberg, 1526 17th Street, NW 20036 Phone: 202/332-8349 agcatp2@aol.com
- Madison Jones, 1526 17th Street, NW 20036 Phone: 202/588-9144 meditation@gmail.com
- David J. Mallof, 1711 Q Street NW, 20009 Phone: 202/466-7600 mallof@verizon.net

20 Other Directly Impacted Residents:

- John (Jay) Evans, 1526 17th Street, NW 20036 Phone: 202/332-8349 jee4@aol.com
- Michael Fasano, 1026 16th Street NW, 20036 Phone: 202/232-1756
owner, 1536 & 1538 17th Street NW, 20036) mfasano@fasanoassociates.com
- Donald Jones 1414 17th Street, NW 20036 Phone: 202/588-0678 donald.jones136@verizon.net
- Daniel Katz, 1707 Q Street, NW 20009 dkatz@wc.com
- Shira Keyes, 1514 17th Street, NW 20036 Phone: 202-319-1943 shira_keyes@hotmail.com
- Daniel Kluck, 1536 17th Street, NW 20036 dkluck@gmail.com
- Mildred Pacl, 1615 Q Street, NW 20009 mpacl@comcast.net
- Alaire Rieffel, 1709 Q Street NW, 20009 Phone: 202/387-2311 abrieffel@aol.com
- Fred Sowers, 1705 Q Street, NW 20036 Phone: 202/362-3341 fsowers@gpverdes.com
- Patricia Steele; 1711 Q Street, NW 20009 Phone 202/265-3431 psteele3@verizon.net
- Tisna Van Zanten, 1705 Q Street, NW 20036 Phone: 202/362-3341 tvzanten@hotmail.com
- Carolyn R. Cleveland; 1536 17th Street, NW 20036 Phone 610-4175080
- Carter Hallo, 1526 17th Street, NW #204 20036 ; crhall@umd.edu
- Michael Grad; 1526 17th Street, NW #107 20036; 202-4623630
- C McClannan; 1526 17th Street, NW 20036
- Adele Tomaino; 1526 17th Street, NW 20036
- Susan Prolman; 1526 17th Street, NW #206 20036; 202-441-7104; prolmans@aol.com
- Nataillia Sorgente; 1538 17th Street, NW 20036; nplusi@mac.com
- Christina B. Farnsworth 1514 17th Street, NW #603 20036; 202-251-3750; contadora2@aol.com
- Joel Millar; 1538 17th Street, NW nplusi@mac.com (End of Other Directly Impacted Residents)

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)
)
Glad, LLC)
t/a Jack's)
)
Application for a Renewal and)
A Substantial Change to it's)
Retailer's Class "CR" License) License No. 74020
) Case No. 21211-08/031P
at premises) Order No. 2008-201
1527 17th Street, N.W.)
Washington, D.C.)
)

Glad, LLC, t/a Jack's, Applicant

Ramon Estrada, Chairman, Advisory Neighborhood Commission 2B and Victor Wexler, Advisory Neighborhood Commission 2B; Robert Halligan, President, Dupont Circle Citizens Association; Douglas E. Fierberg, Allen Greenberg, Donald L. Jones, Madison Jones and David J. Mallof, on behalf of a Group or Five or More Individuals, Protestants.

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for a Renewal and a Substantial Change Application to allow the Applicant to increase the seating on its sidewalk café, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Status Hearing on April 9, 2008, in accordance with D.C. Official Code § 25-601 (2001). Ramon Estrada, Chairman, Advisory Neighborhood Commission (ANC) 2B and Victor Wexler, ANC 2B; Robert Halligan, President, Dupont Circle Citizens Association (DCCA); Douglas E. Fierberg, Allen Greenberg, Donald L. Jones, Madison Jones and David J. Mallof, on behalf of a Group or Five or More Individuals, Protestants, filed timely written opposition to the Application.

On April 9, 2008, pursuant to Title 23 of the District of Columbia Municipal Regulations § 1602.6 (2004), the Board dismissed the protest of DCCC due to DCCA's failure to appear at the Status Hearing held on April 9, 2008.

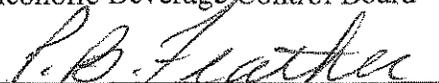
Glad, LLC
t/a Jack's
License No. 74020
Case No. 21211-08/031P
Page Two

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated May 7, 2008, the Protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the Applicant's continuing compliance with the terms of the Agreement.

Accordingly, it is this 21st day of May 2008, **ORDERED** that:

1. The protests of ANC 2B and a Group of Five or More Individuals are **WITHDRAWN**;
2. The Application filed by Glad LLC t/a Jack's, for a Renewal and a Substantial Change to its Retailer's Class "CR" license, at 1527 17th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, 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.

COOPERATIVE AGREEMENT

2008 MAY 12 P 1:35

THIS AGREEMENT made and entered into this 7th day of May, 2008, by and between BEACON LLC., trading as Jack's (hereinafter the "Applicant"), and Advisory Neighborhood Commission (ANC) 2B, Dupont Circle Citizens Association (DCCA), and a group of individuals (hereinafter the "Protestants"),

WHEREAS, the Applicant has filed a renewal application for license number 74020, for its Retailer's Class CR license with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for premises known as Jack's located at 1527 17th Street, NW, in Washington, DC.

WHEREAS, a group of twenty seven (27) individuals (see Appendix A) protested Applicant's renewal application;

WHEREAS, ANC 2B, DCCA and a group of eleven (11) individuals (see Appendix B) protested Applicant's request for an increase in the number of seats on its sidewalk café, and request to install new windows on the front of the establishment that may slide open (Substantial Change application);

WHEREAS, the Applicant and the Protestants mutually agree to the following stipulations being added to its license;

WHEREAS, in recognition of the Board's policy of encouraging parties to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the protestants concerns and to include this agreement as a formal condition of its renewal application and Substantial Change application, and (2) Protestants will agree to the issuance of the CR license and Substantial Change application *provided* that such agreement is incorporated into the Board's order GRANTING the license and substantial change, which order is thereby conditioned upon compliance with such agreement.

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

1. Trash/garbage/rodents. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash, grease and garbage only in rodent-proof trash containers, and shall see that container covers fit properly and remain fully closed and secured except when trash, grease, or garbage is being added or removed.

- a. Applicant shall make every effort to dispose of solid food and grease properly. Applicant will provide for the proper removal of grease and fatty oils from the establishment according to District of Columbia law and regulations. Applicant shall take appropriate steps, such as using garbage disposal bags for any food waste.
- b. Applicant shall keep waste containers clean by washing them out weekly, temperature permitting. The trash containers shall be inspected for leakage and

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MAY 12 2008
[Handwritten signatures]

maintained in sound operating condition to avoid liquid garbage/grease from leaking onto the alley and street.

- c. Applicant shall ensure trash containers are not overfilled to the degree that lids cannot be properly and completely closed. Applicant shall maintain at least 5-day a week pick up for trash. Applicant shall request its trash removal service to take appropriate steps so that liquid garbage/grease does not leak on the alley.
- d. Applicant shall keep the alley and street free of garbage/grease caused by its operations and make reasonable efforts for any needed clean-up promptly.
- e. Applicant agrees to participate in a cooperative waste management program to consolidate food waste and grease of several businesses unless the costs are greater than ten percent (10%) of what it is paying at the time for its contract and that such a program is in compliance with DC laws and regulations.

2. Public space usage provisions. Applicant shall assist in the cleaning of the alleyway and the public space in front of the establishment to 18 inches outward from the curb (including when weather permits the use of a watering hose) to keep free of debris and to remove snow and ice from the sidewalk and comply with all applicable District of Columbia laws and regulations. Applicant shall make reasonable efforts to prevent or disperse loitering in front of the premises during business hours and at closing.

3. Outdoor Sidewalk Café hours of service and capacity. Applicant may serve food and alcoholic beverages until:

- a. Sunday through Tuesday : 11:00 pm.
Wednesday through Saturday: Midnight.
- b. No food or beverage orders will be taken less than 30 minutes before the above sidewalk café closing times. Patrons will be given an oral notice, "last call," sometime prior to 30 minutes before the closing times. Patrons will be requested to depart the sidewalk café promptly at cafe closing time, or be requested to move inside the restaurant for further service.
- c. The seating capacity for the sidewalk café shall not exceed 34 persons, except as may be modified by a one day Substantial Change pursuant to Section 6 hereafter.

4. Consideration of the Neighborhood. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those using and/or leaving the establishment to keep conversations/noise down at all times, especially after 10:00 PM.

5. Noise. (a) Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises. No music, live or taped, shall be heard or played in the outdoor café.

(b) Except for ingress or egress of patrons and employees, Applicant will keep the doors to the premises closed after 9:00 PM Sunday through Saturday.

Handwritten initials and signature in the bottom right corner, including "M W V" and a large signature.

(c) One vestibule will be constructed for an existing entrance creating a second interior door to assist further in containing any noise that may be emitted from the establishment.

(d) Applicant will not install windows, or French Doors in the windows' space, that may be opened to the sidewalk café.

6. Entertainment. Applicant shall not offer any form of entertainment as defined by the ABC statute and regulations. Notwithstanding the foregoing, and pursuant to 23 DCMR 716, the parties agree that Applicant may apply for no more than six (6) one day substantial changes to the operation of the business in each calendar year. No more than two (2) of said applications may be for permitting standing room on the sidewalk café for the annual Capital Pride Parade and the High Heel Race that are publicly approved special events occurring on 17th Street.

7. Modification. This agreement may be modified according to the procedures set forth in the ABC regulations at Title 23 of the District of Columbia Municipal Regulations.

8. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

9. Notice to Applicant. Protestants agree to provide Applicant with written notice of any perceived violation of this agreement. Applicant shall have seven (7) days to communicate to the protestants any information pertinent to the complaint, and to state what corrections, if any, have been taken to abate any alleged violation of this agreement.

10. Withdrawal of Protest. Protestants agree to the issuance of the license, the Substantial Change application, and the withdrawal of their protests provided that the present Agreement is incorporated into the Board's order, which order is thereby conditioned upon compliance with such Agreement.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12. Severability. In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

NEXT PAGE SIGNATURE PAGE ONLY

LG
MNV CP


APPLICANT:
GLAD, LLC

By: [Signature]
Latif Guler, Managing Member

Date: 5-8-08

ADVISORY NEIGHBORHOOD COMMISSION 2B:

By: [Signature]
Chairman

Date: May 7, 2008

DUPONT CIRCLE CITIZENS ASSOCIATION:

By: _____
Joel Lawson, President

Date: _____

INDIVIDUAL PROTESTANTS:

By: [Signature]
Madison Jones, Designated Representative

Date: 5/7/08

By: [Signature]
Allen Greenberg, Designated Representative

Date: 5/7/08

By: [Signature]
Donald Jones, Designated Representative

Date: 5/7/08

By: [Signature]
David Mallof, Designated Representative

Date: 5/7/08

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
2008 MAY 12 P 1:36
REC'D BY: AL

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DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
2008 MAY 12 P 1:30
RECORD

NEXT PAGE SIGNATURE PAGE ONLY

APPLICANT:
GLAD, LLC

ADVISORY NEIGHBORHOOD COMMISSION 2B:

By: _____
Latif Guler, Managing Member

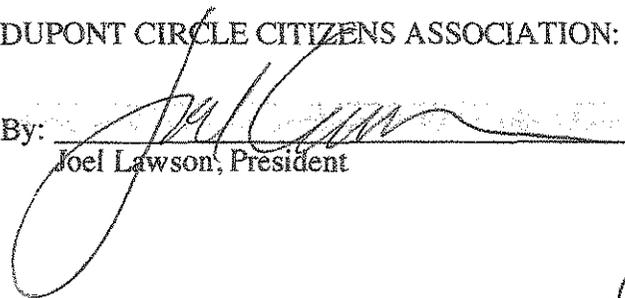
By: _____
Chairman

Date: _____

Date: _____

DUPONT CIRCLE CITIZENS ASSOCIATION:

By: _____
Joel Lawson, President



MWA