

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

<b>In the Matter of:</b>	)	
	)	
Thip Khao, LLC	)	
t/a Thip Khao	)	
	)	
Applicant for a New	)	License No. ABRA-097131
Retailer's Class CR License	)	Order No. 2015-121
	)	
at premises	)	
3460 14 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20010	)	

Thip Khao, LLC, t/a Thip Khao (Applicant)

Josue Salmeron, Commissioner, Advisory Neighborhood Commission (ANC) 1A

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Thip Khao, LLC, t/a Thip Khao, Applicant for a new Retailer's Class CR License, located at 3460 14<sup>th</sup> Street, N.W., Washington, D.C., and ANC 1A have entered into a Settlement Agreement (Agreement), dated January 14, 2015, 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 Commissioner Josue Salmeron, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 8th day of April, 2015, **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, except for the following modifications:

Section 10 (Employment Practices) – This Section shall be removed.

Section 11 (Right to Protest, Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 60 day period (or, with respect to a breach which reasonably requires more than 60 days to cure, fails to commence cure of such breach and diligently pursues such cure) 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.”

Section 12 (Binding Effect) – This Section shall be removed.

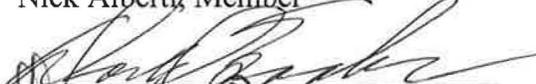
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

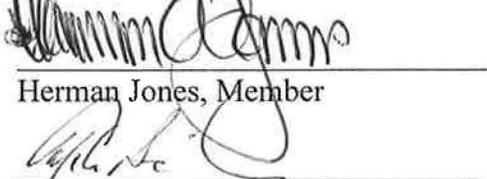
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

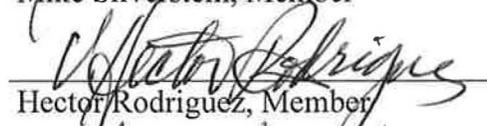
Nick Alberti, Member

  
Donald Brooks, Member

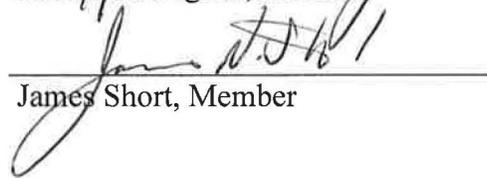
Herman Jones, Member

  
Mike Silverstein, Member

Hector Rodriguez, Member

  
Hector Rodriguez, Member

James Short, Member



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



## 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Marvin L. Johnson  
SMD 1A04 – Matthew Goldschmidt  
SMD 1A07 – Darwain Frost  
SMD 1A10 – Rashida Brown

SMD 1A02 – Josue Salmeron  
SMD 1A05 – Thu Nguyen  
SMD 1A08 – Kent C. Boese  
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Tom Gordon  
SMD 1A06 – Patrick W. Flynn  
SMD 1A09 – Bobby Holmes  
SMD 1A12 – Margaret Hundley

### SETTLEMENT AGREEMENT

**THIS AGREEMENT** made and entered into this 14<sup>th</sup> day of January, 2015, by and between ThiThip Kao LLC (hereinafter the “Applicant”) and The Neighborhood Advisory Commission 1A, (hereinafter, “Protestant”).

**WHEREAS**, Applicant having filed an application with the District of Columbia Alcohol Beverage Control Board, (hereinafter, “ABC Board”) for a Change of Hours for the restaurant premises located at 3460 14<sup>th</sup> Street, NW (the “Restaurant”).

**WHEREAS**, in recognition of the ABC Board’s policy of encouraging parties to settle their differences by negotiating settlement agreements, the parties hereto being desirous of entering into an agreement whereby, subject to the approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant’s concerns and Protestant will agree to the issuance of the ABC License.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, with this Agreement superseding all others before it, the parties agree as follows:

**1. Noise Suppression:** Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity. The Restaurant’s operation shall at all times be in compliance with the D.C. Noise Control Act. 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 result in a noise complaint. All due diligence shall be made by the Applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness, fighting and other acts of aggression.

**2. Hours of Operation:** Applicant shall have the right but not be obligated to open its doors and to receive patrons from 11:00 am to 12:00 <sup>AM</sup> pm Sunday through Thursday, and 10:00 am to 2:00 am Friday and Saturday. Applicant shall be allowed to stay open the maximum allowable hours when the laws governing A.B.C. licensed establishments allows for such (eg. New Years Eve, Inauguration). There shall be no food or alcoholic beverages served on the patio (summer garden) outside seating areas after 11:00 pm Sunday through Saturday. There shall be no food or alcoholic beverages served on the sidewalk café outside seating areas after 11:00 pm Sunday through Saturday. Alcoholic beverages may not be carried out of the establishment except that alcoholic beverages may be consumed on the outside seating areas. Food service will be available until at least two (2) hours before closing.

3. **Smoking Policy:** Applicant will encourage all patrons, by posted signs or other printed notation, to smoke only in designated areas. Smoking waste receptacles should be placed on the business frontage on 14<sup>th</sup> Street.

4. **Trash Removal:** Applicant will maintain regular trash/garbage removal service, minimum 3 times per week (days to be decided by owner and business necessity) from the trash and dumpster area and see that those areas are regularly kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement.

5. **Removal of Grease and Oils:** Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in the dumpster.

6. **Litter and Debris Removal:** Applicant will maintain premises free of trash and litter and maintain the public space to a minimum distance of 18 feet from the curb, adjacent to the front of the Restaurant, in compliance with applicable D.C. regulation in this respect, as often as needed (minimum of twice daily).

7. **Ingress and Egress:** No patron shall be allowed to ingress or egress at any location except at the designated building's entrances for restaurant patronage except where an emergency situation arises requiring use of the designated emergency exits.

8. **Public Space Usage:** No tables nor structures shall be placed outside the building without proper licensing and notification except that tables on the patio (sidewalk café) shall be allowed for dining purposes during days when weather permits and Applicant may, in accordance with a duly approved sidewalk café permit, allow dining in a sidewalk café area. The Applicant shall, when outside dining tables cannot be used, store them in such a manner that is not a public nuisance or eyesore.

9. **Parking and Public Transportation:** Applicant will encourage public transit use, and will direct patrons and employees to use nearby public parking facilities rather than parking on residential streets.

10. **Employment Practices:** Applicant will make its best effort to recruit, hire, and maintain employees from the Columbia Heights, Park View, and Pleasant Plains neighborhood and adjacent areas.

11. **Right to Protest, Notice and Opportunity to Cure:** In the event the Applicant is in breach of this Agreement, Applicant shall be notified in writing by the person or persons alleging such violations and given an opportunity to cure within (60) days thereafter before action against Applicant on the basis of such violation may be undertaken. If Applicant or licensee fails to cure within the 60 day period (or, with respect to a breach which reasonably requires more than 60 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause of seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writin and mailed or hand-delivered 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.

**12. Binding Effect:** This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Settlement Agreement applies.

IN WITNESS **THEREOF**, the Parties do hereby agree and place their signatures to this agreement, this 14<sup>th</sup> day of January, 2015.

ThiThip Khao, LLC

Signature: B Khann

Print Name: BOUNNY KHAMMAN VAO M

ANCIA

Signature: Josue

Print Name: Josue Salmeron