

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

In the Matter of:)

Table DC, LLC)
t/a Table DC)

Applicant for a New)
Retailer's Class DR License)

at premises)
903 N Street, N.W.)
Washington, D.C. 20009)

Case No. 12-PRO-00066
License No. ABRA-089395
Order No. 2012-358

Table DC, LLC, t/a Table DC (Applicant)

Edda Ramos, abutting property owner

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 PROTEST OF EDDA RAMOS**

The Application filed by Table DC, LLC, t/a Table DC (Applicant), for a new Retailer's Class DR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 30, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and Edda Ramos, abutting property owner, have entered into a Voluntary Agreement, dated August 28, 2012, setting forth the terms and conditions that govern 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 Edda Ramos are signatories to the Agreement

This Agreement also constitutes a withdrawal of the Protest filed by Edda Ramos.

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Accordingly, it is this 19th day of September, 2012, **ORDERED** that:

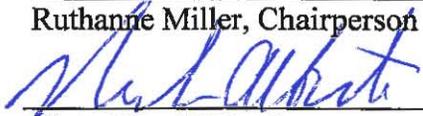
1. The Application filed by Table DC, LLC, t/a Table DC, for a new Retailer's Class DR License, located at 903 N Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Edda Ramos in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Applicant and Edda Ramos 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 and Edda Ramos.

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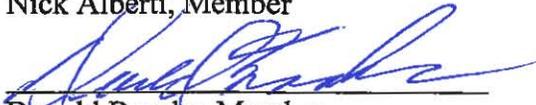
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

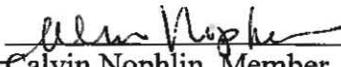


Nick Alberti, Member

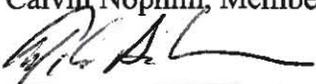


Donald Brooks, Member

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 VOLUNTARY AGREEMENT ("Agreement") is made on this 28th day of August, 2012, by and between Table DC, LLC t/a Table ("Applicant") and Edda Ramos ("Protestant").

RECITALS

(a) Applicant has applied for a Retailer Class CR License (the "License") for a business establishment ("Establishment") located at 903 N Street, NW, Washington, D.C. (the "Premises"):

(b) Protestant has protested the application;

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Voluntary 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 Business. New restaurant with relaxed environment.
3. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages in such area, provided Applicant does not play amplified music in the sidewalk café area.

4. Sidewalk Café capacity. The seating capacity for the sidewalk café shall not exceed 20 persons, except as may be modified by a one day Substantial Change pursuant to 23 DCMR 716, and 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.

5. Music. Applicant shall provide recorded music only inside the restaurant. Applicant shall not provide live music, shall have no disc jockey, no dancing, and no coverage charge.

6. Noise. No music, live or taped, amplified or not amplified shall be heard or played in the summer garden (roof top deck) or sidewalk café.

7. 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 proper 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.

Applicant shall keep the public space and street free of garbage/grease caused by its operations and make reasonable efforts in the cleaning of the public space in front of the establishment (including when weather permits the use of a watering hose).

8. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

9. 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.

10. 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.

11. Notice and Opportunity to Cure. Protestant agrees to provide Applicant with written notice of any perceived violation of this agreement. Applicant shall have seven (7) days to communicate to the protestant any information pertinent to the complaint. 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 seven (7) days from the receipt of notice to cure the alleged breach. If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than seven (7) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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.

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| If to Applicant: | Table DC, LLC ATTN: Frederik De Pue 903 N Street, NW Washington, DC 20001 |
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With a Copy To: Andrew J. Kline
Veritas Licensing & Legislative Affairs
1225 19th Street, NW, Suite 320
Washington, DC 20036

If to the Protestant: Edda Ramos
905 N Street, NW
Washington, DC 20001

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

PROTESTANT:

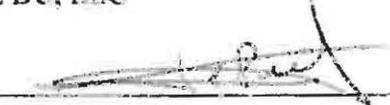


Edda Ramos

Date Signed: 8/28/12

APPLICANT:

TABLE DC, LLC

By: 
Frederik De Pue

Date Signed: 08/28/12