

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

<b>In the Matter of:</b>	)	
	)	
Four Five Eight, LLC	)	
t/a Indigo-Indian Food on the Go	)	
	)	
Applicant for a New	)	
Retailer's Class CR License	)	License No. ABRA-092792
	)	Order No. 2013-446
at premises	)	
243 K Street, N.E.	)	
Washington, D.C. 20002	)	

Four Five Eight, LLC, t/a Indigo-Indian Food on the Go (Applicant)

Tony Goodman, Commissioner, Advisory Neighborhood Commission (ANC) 6C

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

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Four Five Eight, LLC, t/a Indigo-Indian Food on the Go, Applicant for a new Retailer's Class CR license, located at 243 K Street, N.E., Washington, D.C., and ANC 6C have entered into a Settlement Agreement (Agreement), dated August 15, 2013, 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 Tony Goodman, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 9<sup>th</sup> day of October, 2013, **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 8 (Communication with Protestant) – The following sentence shall be modified to read as follows: “Applicant agrees to work in good faith with the Protestants to resolve any problems arising from the operation of the business.”

Section 9 (Withdrawal of Protest) – The following sentence shall be modified to read as follows: “Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Settlement Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Settlement Agreement.”

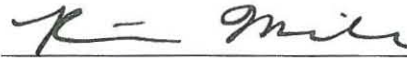
Section 10 (Right to Seek Redress) – The following sentence shall be modified to read as follows: “The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this Agreement and grounds for the Protestant to file a complaint with the Board, as provided by D.C. Code § 25-446(e).”

The parties have agreed to these modifications.

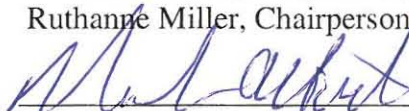
2. Copies of this Order shall be sent to the Applicant and ANC 6C.

Four Five Eight, LLC  
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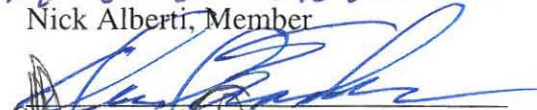
District of Columbia  
Alcoholic Beverage Control Board



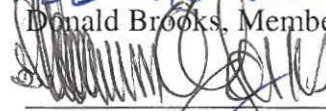
Ruthanne Miller, Chairperson



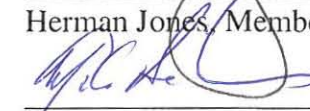
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, 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.

## SETTLEMENT AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 15 day of August, 2013 by and between Four Five Eight LLC (hereinafter the "Applicant"), Advisory Neighborhood Commission 6C, (hereinafter the "ANC").

**WHEREAS**, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CT license for premises of 243 K Street, N.E., 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 issuance of the ABC License and withdraws their Protests.

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

- 1. Nature of Business:** Applicant will operate at all times as a bona-fide Class CT (as such term is defined in ABC statutes and regulations). Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. However, such latter restriction shall not preclude Applicant from closing its premises to the general public in order to accommodate invitation only private functions.
- 2. Hours of Operation:** Applicant's operating hours shall be <sup>8:00</sup>X:XX am to <sup>12:00 AM</sup>X:XX pm daily; provided that operation of Applicant's sidewalk café shall terminate at <sup>12:00</sup>X:XX pm Sundays - Thursdays and at <sup>10:00</sup>X:XX am Fridays and Saturdays.

It is understood that after cessation of said "operating hours," no patrons shall remain on the premises or the sidewalk café, respectively.

Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the morning); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 3:00a.m..

- 3. Noise Suppression:** The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant will encourage employees and patrons 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 and by departing the vicinity of the premises immediately upon exiting.


4. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 8:00 am and 5:00 pm Mondays – Fridays. No deliveries shall be accepted on weekends.
5. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 8:00 am to 5:00 pm. All trash and garbage shall be stored in the interior of the premises until it is to be picked up by Applicant's hauler. The Applicant shall 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 contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 9:00pm.
7. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.
8. **Communication with Protestant.** Applicant agrees to meet, as reasonably requested with the Protestants (or any of them) to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.
9. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, 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.
10. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 12 day  
of August, 2013

SEPTEMBER

APPLICANT:

ADVISORY NEIGHBORHOOD COMMISSION 6C

By:  \_\_\_\_\_

By:  \_\_\_\_\_

TOM GOODMAN  
ANC 6C06