

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

_____)	
In the Matter of:)	
)	
Ruby Tuesday, Inc.)	
t/a Lime Fresh Mexican Grill #6312)	
)	
Holder of a)	License No. ABRA-088850
Retailer's Class CR License)	Order No. 2013-553
)	
at premises)	
3100 14 th Street, N.W.)	
Washington, D.C. 20010)	
_____)	

Ruby Tuesday, Inc., t/a Lime Fresh Mexican Grill #6312 (Licensee)

Thomas Boisvert, Chairperson, Advisory Neighborhood Commission (ANC) 1A

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ruby Tuesday, Inc., t/a Lime Fresh Mexican Grill #6312 (Licensee), and ANC 1A have entered into a Settlement Agreement (Agreement), dated March 14, 2012, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Thomas Boisvert, on behalf of ANC 1A, are signatories to the Agreement.

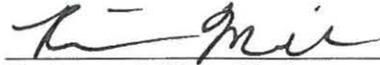
Ruby Tuesday, Inc.
t/a Lime Fresh Mexican Grill #6312
License No. ABRA-088850
Page 2

Accordingly, it is this 13th day of November, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 1A.

Ruby Tuesday, Inc.
t/a Lime Fresh Mexican Grill #6312
License No. ABRA-088850
Page 3

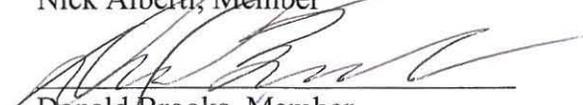
District of Columbia
Alcoholic Beverage Control Board



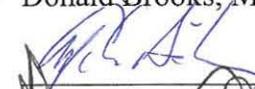
Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, 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 14th Street, N.W., Suite 400S, Washington, DC 20009.



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Lisa Kralovic
SMD 1A04 – Betty Pair
SMD 1A07 – Thomas Boisvert
SMD 1A10 – Lenwood O. Johnson

SMD 1A02 – Vickey Wright-Smith
SMD 1A05 – Laina Aquiline
SMD 1A08 – Kent Boese

SMD 1A03 – Sheldon Scott
SMD 1A06 – William Brown
SMD 1A09 – Bobby Holmes
SMD 1A11 – Dotti Love Wade

Voluntary Agreement

THIS AGREEMENT made and entered into this 14th day of March 2012, by and between Ruby Tuesdays, Inc. t/a Lime Fresh Mexican Grill (hereinafter the “Applicant”) and Advisory Neighborhood Commission 1A (“ANC 1A”).

WHEREAS, Applicant has filed application License No. ABRA-088850 with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for a Retailer’s Class C License for a restaurant operation located at 3100 14th Street, NW, Suite 104 (the “Restaurant”);

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address ANC 1A’s concerns and ANC 1A will agree to support the issuance of the ABC License;

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

- 1. Loitering:** 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 or other acts of aggression.
- 2. Smoking:** Applicant will encourage all patrons, by posted signs or other printed notation to smoke only in designated areas.
- 3. Hours of Alcohol Sale:** Applicant has the right to, but is not obligated to, sell alcoholic beverages in the Restaurant, but will not make sales after 11 pm on weeknights (Sunday through Thursday) and 12 am on Friday and Saturday nights. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food to its patrons at all times that it is open. No alcoholic beverages shall be sold to Applicants who are purchasing food for takeout or delivery services.
- 4. Trash Removal:** Applicant will maintain regular trash removal service at a minimum of three (3) times per week. The Applicant shall place all trash in sealed trash containers that are rodent proof and limit the release of odors.
- 5. Noise and Noise Suppression:** Applicant acknowledges familiarity with and will comply with all noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DC Code 25-725. Sound emanating from any part of the establishment shall not be audible

Advisory Neighborhood Commission 1A
1380 Monroe Street NW #103
Washington, DC 20010

in residential structures in the vicinity. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act.

6. Removal of Grease and Oils: Applicant will provide for the proper removal of grease and oils and will not deposit these substances in standard trash containers.

7. Odor Management: Applicant shall maintain its ventilating system in proper working order and shall promptly address any concerns about odors or smell coming from the Restaurant.

8. Litter and Debris Removal: Applicant will maintain all areas adjacent to the Restaurant, up to and including the curb, in a clean and orderly manner, free of trash and litter, in full compliance with applicable D.C. regulations in this respect, as often as needed.

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

10. Notice and Opportunity to Cure: In the event that any of the parties are in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, upon receiving notice the noticed party will have thirty calendar days to cure. Failure to cure within thirty calendar days (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official 25-447. Any notices required to be made under this Agreement shall be in writing, and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

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

12. Modification: This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

WHEREFORE, by the signing of duly-authorized representatives for the Applicant and ANC 1A, Applicant hereby agrees to the aforementioned covenants and ANC 1A withdraws its protest and objections to the issuance of the Class C License to Application, and Applicant and ANC 1A request that this Agreement be incorporated into the ABC Board's order issuing a Class C License.



Thomas Boisvert
Chairman, ANC 1A



Ruby Tuesdays, Inc. t/a
Lime Fresh Mexican Grill 4/23/12