

**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 19<sup>th</sup> day of September, 2012, **ORDERED** that:

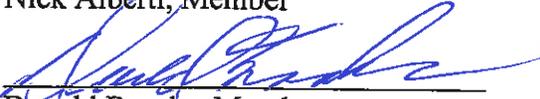
1. The Application filed by Table DC, LLC, t/a Table DC, for a new Retailer's Class DR License, located at 903 N Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Edda Ramos in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Applicant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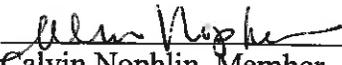
District of Columbia  
Alcoholic Beverage Control Board

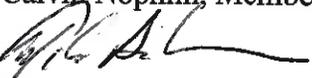
  
Ruthanne Miller, Chairperson

  
Nick Alberti, Member

  
Donald Brooks, Member

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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 14<sup>th</sup> 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.



With a Copy To: Andrew J. Kline  
Veritas Licensing & Legislative Affairs  
1225 19<sup>th</sup> 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