

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

In the Matter of:)

Ted's Bulletin 14th Street, LLC)
t/a Ted's Bulletin)

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

at premises)
1818 14th Street, N.W.)
Washington, D.C. 20009)

Case No. 12-PRO-00067
License No. ABRA-089801
Order No. 2012-418

Ted's Bulletin 14th Street, LLC, t/a Ted's Bulletin (Applicant)

Will Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Joan Sterling, President, Shaw-Dupont Citizens Alliance, Inc. (SDCA)

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 PROTESTS OF ANC 2B AND SDCA**

The Application filed by Ted's Bulletin 14th Street, LLC, t/a Ted's Bulletin, for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 20, 2012, in accordance with D.C. Official Code § 25-601 (2001). The Protest Status Hearing was scheduled for September 19, 2012.

The official records of the Board reflect that the Applicant, ANC 2B and SDCA have entered into a Voluntary Agreement (Agreement), dated September 18, 2012, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed

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with the Board. The Applicant; Chairperson Will Stephens, on behalf of ANC 2B; and Joan Sterling, on behalf of SDCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and SDCA.

Accordingly, it is this 24th day of October, 2012, **ORDERED** that:

1. The Application filed by Ted's Bulletin 14th Street, LLC, t/a Ted's Bulletin, for a new Retailer's Class CR License, located at 1818 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and SDCA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Voluntary 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 modification:

Section 15 (Cure Period and Enforcement Before ABC Board) – The following language shall be removed: "The parties agree that if after such cure period, the alleging party believes Applicant is still in breach of this Voluntary Agreement said party may petition to ABC Board for issuance of an Order to Show Cause, as provided in the DC Regulations."

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2B and SDCA.

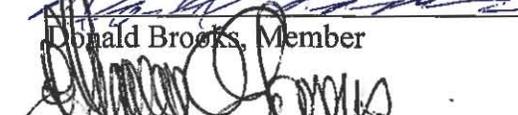
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District of Columbia
Alcoholic Beverage Control Board

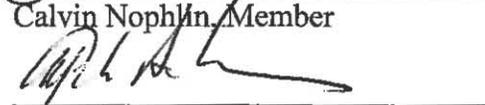

Ruthanne Miller, Chairperson


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 ("Voluntary Agreement") is made and entered into as of this 18th day of Sept., 2012, by and between Ted's Bulletin 14th Street, LLC (hereinafter "Applicant"), Advisory Neighborhood Commission 2B (hereinafter "ANC 2B"), and Shaw-Dupont Citizens Alliance, Inc. (hereinafter "SDCA") (ANC 2B and SDCA hereinafter referred to collectively as the "Protestants").

WHEREAS, Applicant has filed an application with the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") for approval by the Alcoholic Beverage Control Board ("ABC Board") for issuance of a retailers' alcoholic beverage license Class CR (ABRA-089801), for the premises at 1818 14th Street, NW, Washington, DC;

WHEREAS, ANC 2B, and SDCA have each filed a Protest with the ABC Board protesting the issuance of said license; and

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 withdraw their protests;

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

1. Noise Suppression: There shall be no loud or live music performed outside the Applicant's establishment (the "Establishment"). The Establishment's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will request employees and patrons, by posted sign or otherwise, to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not cause a disturbance when departing the Establishment or smoking outside the Establishment after 10:00 p.m. Applicant agrees that there will be no outdoor disposal of glass bottles after 9:30 p.m.

2. Hours of Operation: The Establishment's hours of operation shall be as follows:

Sunday – Thursday: 7:00 a.m. to no later than 2:00 a.m.

Friday - Saturday: 7:00 a.m. to no later than 3:00 a.m.

3. Special Events: The Establishment will not advertise or host events that require a cover charge and/or utilize an outside promoter for any such event. Fundraisers, charitable events, nonprofit events, and private celebrations are exempt from this provision.

4. Deliveries: To maintain the peace, order and quiet of the surrounding residents and to keep one-way Swann Street clear for traffic and safety vehicles, Applicant shall receive all deliveries of food, beverages and supplies from the interior loading dock or 14th Street, during business hours between 8:00 AM and 4:00 PM. There shall be no deliveries or delivery trucks parked on Swann Street.

5. Trash Pick-Up and Removal: Applicant will maintain regular trash/garbage removal service a minimum of 4 times per week (days to be decided by owner and business necessity) only during the hours from 8:00 a.m. to 6:00 p.m. Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and resistant to pests and rodents. Applicant will conduct regular rodent, pest, and insect abatement.

6. Removal of Grease and Oils: Applicant will store cooking grease and fatty oils in proper containers with tightly fitting lids and make sure containers are free and clean of grease from the outside, as required by the District Department of the Environment (DDOE). Additionally, Applicant will provide for the proper removal of grease and fatty oils from the Establishment between the hours of 8:00 am to 4:00 pm, and will not deposit grease or fatty oils in dumpsters or down drains.

7. Litter and debris Removal: Applicant will maintain the street and public space in front of all Establishment entrances free of trash and litter in accordance with applicable D.C. regulations, and will inspect said areas a minimum of once daily.

8. Food Service to Liquor Ratio: Applicant will comply in all respects with the requirements of the ABC license or other requirements of law, including maintaining the appropriate ratio between food sales and liquor sales. Applicant shall refuse to sell alcohol to any underage person, and refuse to sell alcohol to inebriated persons.

9. Seating: Applicant estimates that the interior of the Establishment will contain between approximately 132-150 seats with an occupant load not to exceed 191 (to be finalized by DCRA upon issuance of the Establishment's Certificate of Occupancy).

10. Ingress and Egress: All patrons must enter and exit the establishment through the 14th Street entrance. Delivery personnel and staff may enter through the building's service corridor. As the Swann Street exit is a designated 'emergency exit' it shall not be used for deliveries of any kind, but limited use (exclusive of deliveries) shall not be deemed a violation of this provision of the VA.

11. Parking: Applicant recognizes the importance of parking not only for its success and the convenience of its patrons, but also the Protestants' concern as to the potential impact of Applicant's patrons on street parking in the surrounding residential community. Applicant agrees that it shall follow a policy which includes notifying patrons and potential patrons on the Establishment's website of (i) nearby available public parking options, including the Reeves Center as a primary evening parking recommendation, and (ii) nearby public transportation, including subway and bus lines. Applicant will encourage employees to use public transportation and to not park on nearby residential streets. In the event Applicant

chooses to contract with a valet parking service, said valet shall be staged on 14th Street as close as practical to the Establishment's main entrance, within the designated Valet Staging Zone, in accordance with the Valet Parking Permit issued by DDOT.

12. Cooperation with Residents: Applicant agrees to meet, as needed, with the Protestants to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestants to resolve any such problems. For ease of communication between the Establishment and the Community, the Applicant shall maintain a designated contact person at all times:

Contact name: Ty Neal
Telephone number: (202) 289-4403 ext 115
Email address: ty.neal@matchbox369.com

13. Withdrawal of Protest: Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the ABC Board's order issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this Voluntary Agreement.

14. Informal Dispute Resolution: In the event ANC 2B and/or SDCA has a concern regarding the operation of the Establishment, prior to involving District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this Voluntary Agreement, they shall first contact the Establishment's general manager and meet and negotiate in good faith to resolve said concern.

15. Cure Period and Enforcement Before ABC Board: In the event of an alleged violation by Applicant of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken, unless the violation be of such a nature that more immediate action is necessary, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation, but no less than 10 days (such 30-day or shorter period is hereinafter referred to as the "cure period"). The parties agree that if after such cure period, the alleging party believes Applicant is still in breach of this Voluntary Agreement said party may petition the ABC Board for issuance of an Order to Show cause, as provided in the DC Regulations.

16. Notice: Notice under this Voluntary Agreement shall be in writing, and sent by certified mail, return receipt requested, and deemed received on the date of designated representative's signature of receipt.

If to Applicant, to:

c/o Matchbox Management, LLC
806 7th Street, NW, Suite 300
Washington, DC, 20001

If to ANC 2B, to:

Dupont Circle ANC 2B
9 Dupont Circle
Washington, DC, 20036
Attn: Chairman (as named on website)

If to Shaw-Dupont Citizens Alliance, Inc., to:

Joan Sterling, President (or President as named on website)
PO Box 73153
Washington, DC 20009

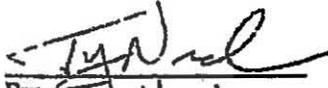
Applicant and other parties may change the notice address listed above by written notice to the other parties at the addresses listed above. Failure to give notice shall not constitute waiver of or acquiescence to the violation, but notice shall be a prerequisite to the filing of a show cause request with the ABC Board.

17. Counterparts: This Voluntary Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

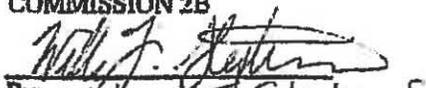
18. Amendments: This Voluntary Agreement may only be amended by written agreement between the Applicant and the Protestants, or as allowed under DC Official Code 25-446. Any such amendment shall become effective only upon acceptance by the ABC Board.

IN WITNESS WHEREOF, the parties below have executed this Voluntary Agreement as of the date and year first written above.

APPLICANT:
TED'S BULLETIN 14TH STREET, LLC


By: Alaina Neal
Managing Member

PROTESTANTS:
ADVISORY NEIGHBORHOOD
COMMISSION 2B


By: William F. Stephens
Chairman

SHAW-DUPONT CITIZENS
ALLIANCE, INC.

By: Joan Sterling
President

If to ANC 2B, to:

Dupont Circle ANC 2B
9 Dupont Circle
Washington, DC, 20036
Attn: Chairman (as named on website)

If to Shaw-Dupont Citizens Alliance, Inc., to:

Joan Sterling, President (or President as named on website)
PO Box 73153
Washington, DC 20009

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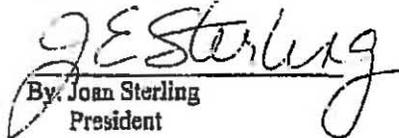
APPLICANT:
TED'S BULLETIN 14TH STREET, LLC


By: (Alaina Neal)
Managing Member

PROTESTANTS:
ADVISORY NEIGHBORHOOD
COMMISSION 2B

By:
Chairman

SHAW-DUPONT CITIZENS
ALLIANCE, INC.


By: Joan Sterling
President