THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Dean & Deluca of Georgetown, Inc.	)	
t/a Dean & Deluca	)	
	)	
Applicant for a New	)	Case No. 15-PRO-00113
Retailer's Class DR License	)	License No. ABRA-093723
	)	Order No. 2016-065
at premises	)	
3276 M Street, N.W.	)	
Washington, D.C. 20007	)	
	)	

Dean & Deluca of Georgetown, Inc., t/a Dean & Deluca (Applicant)

Tom Birch, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Robert P. vom Eigen, President, Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTESTS

The Application filed by Dean & Deluca of Georgetown, Inc., t/a Dean & Deluca (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 December 14, 2015, and a Protest Status Hearing on January 20, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated February 2, 2016, 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; Commissioner Tom Birch, on behalf of ANC 2E; and Robert P. vom Eigen, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 11th day of February, 2016, **ORDERED** that:

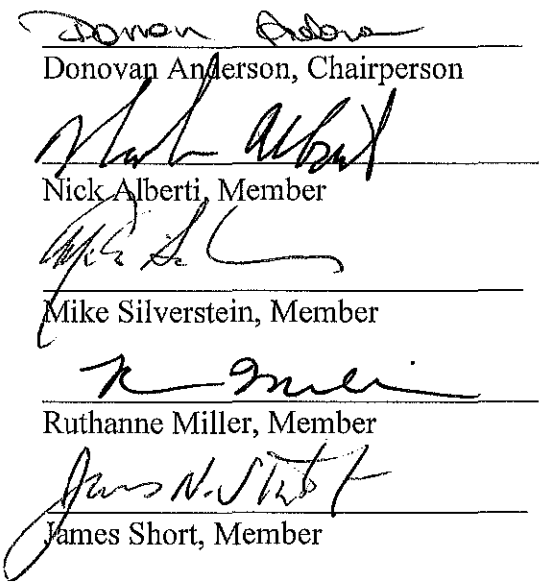
1. The Application filed by Dean & Deluca of Georgetown, Inc., t/a Dean & Deluca, for a new Retailer's Class DR License, located at 3276 M Street, N.W., Washington, D.C., is **GRANTED**;

2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;

3. 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; and

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

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

Nick Alberti, Member

Mike Silverstein, Member

Ruthanne Miller, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 2nd date of February, 2016, by and between Advisory Neighborhood Commission 2E ("ANC 2E"), the Citizens Association of Georgetown ("CAG"), and Dean & Deluca Georgetown, Inc. t/a Dean & Deluca ("Applicant").

RECITALS

WHEREAS, Applicant is the holder of a Class B Retail Grocery License;

WHEREAS, Applicant has applied for a Retailers License Class CR with an entertainment endorsement;

WHEREAS, ANC 2E and CAG (hereinafter the "Protestants") have protested the new application;

WHEREAS, the parties desire to enter into this Agreement to address the concerns of the Protestants;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated by reference.

2. Outdoor Entertainment. Applicant may provide outdoor entertainment in its summer garden from 11 a.m. until 6 p.m. on Sundays through Thursdays. Applicant may provide outdoor entertainment in its summer garden on Fridays and Saturdays from 11 a.m. until 11 p.m. Outdoor entertainment provided shall not be amplified and shall not include drums. Whenever outdoor entertainment is provided in the summer garden after 6 p.m., Applicant agrees to close its doors except to allow for normal ingress and egress.

3. Promoters. Applicant shall not cede control of its premises to any "Outside Promoters". An "Outside Promoter" is defined as an individual who is not on Applicant's payroll or a business entity which is not controlled by Applicant or by Applicant's principals or employees.

5. Final and Complete Agreement. This Agreement represents the full and complete Agreement between the parties.

6. Withdrawal of Protest. Protestants agree to withdraw their protests, and the parties agree that this Agreement is incorporated into the Board's order approving issuance of the License and compliance with this Agreement by Applicant is required by such Order.

7. Notice. Any notice which may be given hereunder shall be deemed to have been given if sent by Registered or Certified Mail, postage prepaid, return receipt requested, or recognized overnight carrier, as follows:

2/2/16

If to Protestant:

ANC 2E
3265 S Street NW,
Washington, DC 20007

If to Applicant:

Dean & Deluca Georgtown, Inc,
3276 M Street NW
Washington, DC 20007

With a copy to:

Andrew J. Kline, Esq.
1225 19th Street NW, Suite 320
Washington, D.C. 20036

If to Citizens Association of Georgetown:

Citizens Association of Georgetown
1365 Wisconsin Avenue NW
Washington DC 20007

8. 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 in the same instrument.

2-2-16

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

APPLICANT:

Dean & Deluca Georgetown, Inc.

By: _____

Print Name: Joshua S. Hodapp

Title: VP-Operations

ANC 2E

By: _____

Print Name: Tom Birch

Title: Commissioner/Vice-Chair

Citizens Associations of Georgetown

By: _____

Print Name: Robert P. vom Eigen

Title: President

gm 2-2-16