

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

**In the Matter of:** )  
 )  
Neighborhood Restaurant Group XVII, LLC )  
t/a GBD Fried Chicken & Doughnuts )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
1323 Connecticut Avenue, N.W. )  
Washington, D.C. 20036 )  
\_\_\_\_\_ )

Case No. 12-PRO-00086  
License No. ABRA-090634  
Order No. 2013-064

Neighborhood Restaurant Group XVII, LLC, t/a GBD Fried Chicken & Doughnuts (Applicant)

Abigail Nichols, Lillian Gaskin, and Steven Baines, on behalf of A Group of Five or More  
Individuals

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The Application filed by Neighborhood Restaurant Group XVII, LLC, t/a GBD Fried Chicken & Doughnuts, 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 January 7, 2013, and a Protest Status Hearing on January 23, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and A Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated February 25, 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 Abigail Nichols, Lillian Gaskin, and Steven Baines, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

**Neighborhood Restaurant Group XVII, LLC**  
**t/a GBD Fried Chicken & Doughnuts**  
**Case No. 12-PRO-00086**  
**License No. ABRA-090634**  
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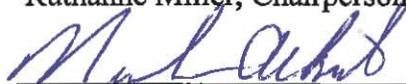
Accordingly, it is this 20<sup>th</sup> day of March, 2013, **ORDERED** that:

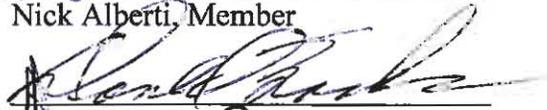
1. The Application filed by Neighborhood Restaurant Group XVII, LLC, t/a GBD Fried Chicken & Doughnuts, for a new Retailer's Class CR License, located at 1323 Connecticut Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
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 and Abigail Nichols, Lillian Gaskin, and Steven Baines, on behalf of A Group of Five or More Individuals.

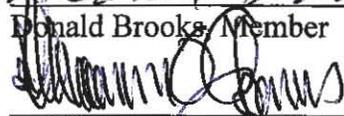
Neighborhood Restaurant Group XVII, LLC  
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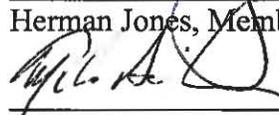
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
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 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.

## SETTLEMENT AGREEMENT

1. This Settlement Agreement ("Agreement"), made this \_\_\_ day of \_\_\_\_\_, 2013, by and between Abigail Nichols, Steven Baines, and Lillian Gaskin on behalf of the individual residents and owners of the Palladium Condominium, 1325 18<sup>th</sup> St., NW, named in Exhibit A ("Protestant") and Neighborhood Restaurant Group, 1323 Connecticut Avenue, NW ("Applicant").
2. WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board") is an application for the issuance of a Retailer Class C Restaurant License ("CR License") to Applicant for an establishment at 1323 Connecticut Avenue ("Establishment");
3. WHEREAS, the Protestants have filed before the ABC Board a protest opposing the granting of this license application.
4. WHEREAS, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, the Parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of this license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such agreement.
5. WHEREAS, the Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns.
6. WHEREAS, the Protestants have reached an agreement with Applicant commemorating certain understandings regarding Applicant's operation of the Establishment;
7. NOW AGREE THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

### GENERAL AGREEMENTS

8. Notice of changes. In recognition of the fact that residents of the Palladium do not see placards posted on Connecticut Avenue, the Applicant will post any public notices on 18<sup>th</sup> St, as well as Connecticut Avenue, unless otherwise directed by ABRA, the Board or other government agency or official.
9. Binding. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the terms of the CR License to which this Agreement applies.
10. Complaints. Applicant shall designate a representative to receive complaints concerning its business operations and provide a current telephone number to ANC 2B.

WJ  
SOS  
PCY  
DMP

## OVERALL OPERATIONS

11. No use of back doors on 18<sup>th</sup> Street, NW. After 10:30 p.m., the doors on 18<sup>th</sup> Street, NW will be closed and will not be used for exit or entrance, except in the event of emergency, real or perceived.
12. No use of 18<sup>th</sup> Street back doors by large groups. No line for entry shall ever be permitted at the back door, and the back door shall not be used for entry or exit by large groups, e.g., a tour group.
13. Outside Seating. If Applicant is granted approval for outside seating on 18<sup>th</sup> Street, Applicant shall discontinue use of the outside seating area, and clear the area of all patrons, by 10:30 p.m. each night. Protestant agrees to support a request for outside seating provided the applicant minimizes the effects of the Outside Seating Area on 18<sup>th</sup> St. and agrees to take the following actions to do so.
  - A. Hours of operation for the Outside Seating Area (And hours for the sale of alcoholic beverages on the Outside Seating Area). The hours of operation for the Outside Seating Area (and the hours during which alcoholic beverages may be served on the Outside Seating Area) shall be 8:00 a.m. to 10:30 p.m., Sunday through Saturday ("all days").
  - B. Monitoring. Staff shall monitor the Outside Seating Area during all hours of operation.
  - C. Dining Area. The Outside Seating Area shall be used as an area for table service dining. If the Outside Seating Area has table service, all patrons seated in the Outside Seating Area shall, upon being seated, be provided food menus.
  - D. Border. There shall be an attractive border surrounding the Outdoor Seating area. The border shall be decorated with plants or other material to provide a visual and auditory shield.
  - E. No Music on the Outside Seating Area. Under no circumstances shall any entertainment or recorded music be provided in the Outside Seating Area at any time. Applicant shall not install speakers in the Outside Seating Area.
  - F. Lighting. Any lighting used in the Outdoor Outside Seating Area seating area shall be directed downward, toward customer tables.
  - G. Outside Seating Area occupancy. Except for the occasional private parties described below, there shall be no occupancy of the Outside Seating Area which exceeds the number applied for in the liquor license application plus any necessary staff members.

LLY  
SCB  
JMB

14. Deliveries to be on Connecticut Avenue. Deliveries to the Establishment shall be made only on Connecticut Avenue.
15. Delivery Service by Establishment Will Use Connecticut Avenue entrances. Entry or exit of any staff making deliveries to customers will be made from the Connecticut Avenue entrance.
16. Trash & /Garbage Removal from Connecticut Avenue only. Applicant shall maintain regular trash garbage removal service from Connecticut Avenue only. No garbage, trash, or recyclable storage or removal shall be allowed on 18<sup>th</sup> St., NW.

#### OPERATION INSIDE BUILDING

17. Windows Closed. All windows in the Establishment facing 18<sup>th</sup> Street shall be closed at all times.
18. Noise control. Applicant recognizes that abating noise emanating from the Establishment is of paramount importance to the Palladium. Low frequency sound from speakers is of particular concern as these low frequency sounds can more easily be heard outside of the Establishment. Accordingly, Applicant acknowledges familiarity with, and will comply with, noise-control provisions of District of Columbia law and regulations at 25-275 and all amendments to all laws that substitute.
19. Sound-Proofing. Applicant, at Applicant's sole expense, shall build out the Establishment to insulate and mitigate noise emitted from the Establishment. This work, at Applicant's expense, shall include any insulation necessary to eliminate noise or vibration heard on the sidewalk on the east side of 18<sup>th</sup> St. or in the Palladium building.
20. Lighting and Signage on 18<sup>th</sup> Street. Lighting on 18<sup>th</sup> St. shall be the minimum required for safety should be sited so as not to beam into the Palladium. There shall be no prominent flashing lights emitted from the Establishment onto 18<sup>th</sup> St.

#### WITHDRAWAL OF PROTEST

21. Withdrawal of protest. Protestant agrees to the issuance of license to licensee and the withdrawal of their protest *provided* that the present Settlement Agreement is incorporated into the Board's order granting the license, which order is thereby conditioned upon compliance with such Settlement Agreement.

[SIGNATURES ON FOLLOWING PAGE]

JAH SCB  
ACU JMB

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

APPLICANT:

Neighborhood Restaurant Group XVII, LLC

By: Michael Babin

Michael Babin

Date Signed: 2/25/2013

PROTESTANT:

Abigail C Nichols

Abigail Nichols

Date Signed:

February 22, 2013

Lillian Gaskin

Lillian Gaskin

Date Signed:

2/22/2013

Steven C. Baines

Steven Baines

Date Signed:

2/22/2013