

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

In the Matter of:

TDJ, LLC
t/a Left Door

Applicant for a New
Retailer's Class CT License

at premises
1345 S Street, N.W.
Washington, D.C. 20009

Case No. 15-PRO-00091
License No. ABRA-099684
Order No. 2015-458

TDJ, LLC, t/a Left Door (Applicant)

John C. Green, Commissioner, Advisory Neighborhood Commission (ANC) 1B

Joan Sterling, President, Shaw Dupont Citizens Alliance (SDCA)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL ANC 1B AND SDCA'S PROTESTS**

The Application filed by TDJ, LLC, t/a Left Door, for a new Retailer's Class CT License, was protested by ANC 1B and SDCA.

The official records of the Board reflect that the Applicant, ANC 1B, and SDCA entered into a Settlement Agreement (Agreement), dated October 2, 2015, that governs the operation of the Applicant's establishment.

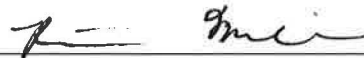
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner John C. Green, on behalf of ANC 1B; and Joan Sterling, on behalf of SDCA; are signatories to the Agreement.


This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and SDCA of this Application.

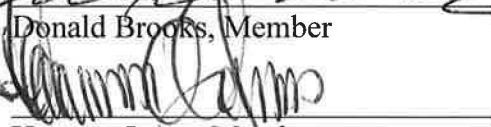
Accordingly, it is this 7th day of October, 2015, **ORDERED** that:

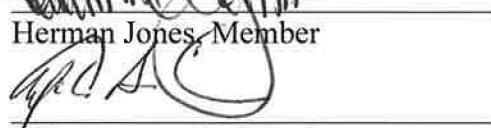
1. The Application filed by TDJ, LLC, t/a Left Door, for a new Retailer's Class CT License, located at 1345 S Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and SDCA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties 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 1B, and SDCA.

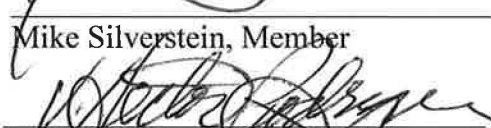
District of Columbia
Alcoholic Beverage Control Board

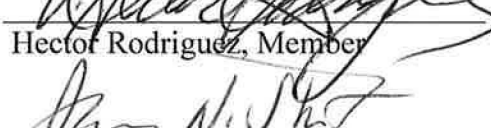

Ruthanne Miller, Chairperson



Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, 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
1345 S STREET, N.W.

This **SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into as of the 2ND day of OCTOBER, 2015, by and among **TDJ LLC** (the "Applicant"), **ADVISORY NEIGHBORHOOD COMMISSION 1B** (the "Protestant") and **SHAW DUPONT CITIZENS ALLIANCE ("SDCA")**.

WHEREAS, the Applicant has filed an application (the "Application") with the District of Columbia Alcoholic Beverage Regulatory Administration for the issuance of a Class CT Retailer's License (the "ABC License") for premises to be known as "Left Door", located at 1345 S Street, N.W., Washington, D.C. 20009 (the "Premises");

WHEREAS, the parties hereto subsequently negotiated in an effort to address potential issues and/or concerns with respect to the issuance of the License; and

WHEREAS, the parties hereto wish to enter into this Agreement, pursuant to D.C. Official Code §25-446 (2001 ed.), commemorating their agreements.

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

1. **HOURS.** The Applicant hereby agrees that it shall not sell or serve alcohol from the Premises before 11:00 AM, Monday – Sunday.
2. **CAPACITY.** The Applicant hereby agrees that the "No. of Seats" set forth on the Certificate of Occupancy to be issued by District of Columbia Department of Consumer and Regulatory Affairs for the Premises shall not exceed forty-five (45).
3. **TRASH.** The Applicant hereby agrees to arrange for trash/dumpster pickup by a commercial hauler no less than four (4) times per calendar week and to use commercially reasonable efforts to keep the immediate environs of the Premises clean of trash and debris. Trash pickup shall not occur between the hours of 12:00 Midnight and 8:00 AM. The Applicant shall deposit all trash and garbage in rodent-resistant containers and shall see that the covers of such containers fit properly and remain fully closed except for such times as when trash is being added or removed.
4. **QUEING.** The Applicant shall not permit patrons to queue up for entry outside the Premises on either S Street, N.W or 14th Street, N.W.
5. **NOISE MITIGATION.** The Applicant shall keep all of its windows closed when amplified music is being played at the Premises
6. **NOTICE AND OPPORTUNITY TO CURE.** The Applicant acknowledges that the failure to adhere to the provisions of Sections 1-4 hereof shall constitute grounds for the designated representatives of the Protestant and SDCA to file a complaint with the District of

Columbia Alcoholic Beverage Control Board (the "ABC Board") to ascertain the Applicant's compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms. Notwithstanding the foregoing, prior to filing such a complaint, the designated representative of the Protestant or SDCA, as the case may be, shall provide the Applicant with written notice of any perceived violation of this Agreement and afford the Applicant a minimum of thirty (30) calendar days in which to address or rectify such perceived violation (or, with respect to a perceived violation that reasonably requires more than thirty (30) calendar days to address or rectify, such additional time as may be reasonably required to address or rectify such perceived violation, but in no event more than ninety (90) calendar days from the date of the Protestant or SDCA's written notice, as the case may be, regarding such perceived violation). Any notice required to be made under this Agreement shall be in writing postage prepaid, or hand delivered, to the other party to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to the Applicant:

TDJ LLC
ATTN: TOM BROWN
1348 T STREET NW, SUITE 200
WASHINGTON, D.C. 20009

With a copy to:

The Veritas Law Firm
1225 19th Street, N.W.
Suite 320
Washington, D.C. 20036
Attn.: Andrew J. Kline, Esq.

If to the Protestant:

ANC 1B
2000 14th Street, N.W.
Suite 100B
Washington, D.C. 20009
Attn.: _____

If to SDCA:

Shaw Dupont Citizens Alliance
P.O. Box 73153
Washington, D.C. 20009
Attn.: President (Joan Sterling)

7. **INCORPORATION INTO ABC BOARD ORDER.** The parties hereto request that the text of this Agreement be incorporated in an order of the ABC Board granting the Applicant's request for the issuance of the ABC License. The terms of this Agreement in its entirety shall become effective upon ratification of this Agreement by the ABC Board. In further consideration of, and reliance upon the forgoing commitments by the Protestant and SDCA, the Applicant hereby requests that the Application be approved by the ABC Board.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have affixed hereunto their hands and seals to this Settlement Agreement on the year and day first above written.

APPLICANT:

TDJ LLC

By: 

Name: Robert Tomas Brown
Title: Manager

PROTESTANT:

ADVISORY NEIGHBORHOOD
COMMISSION 1B

By: 

Name: John C. Green
Title: Commissioner


Name: Joan Sterling
Title: President

SDCA:

SHAW DUPONT CITIZENS ALLIANCE

By: _____

Name: Joan Sterling
Title: President

IN WITNESS WHEREOF, the parties hereto have affixed hereunto their hands and seals to this Settlement Agreement on the year and day first above written.

APPLICANT:

TDJ LLC

By: _____
Name: Robert Tomas Brown
Title: Manager

PROTESTANT:

ADVISORY NEIGHBORHOOD
COMMISSION 1B

By: _____
Name: John C. Green
Title: Commissioner

SDCA:

SHAW DUPONT CITIZENS ALLIANCE

By:  _____
Name: Joan Sterling
Title: President