

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

In the Matter of:)	
)	
Discount Drugs Wisconsin, Inc.)	
t/a Rodman's Discount Drugs)	
)	
Holder of a)	License No. ABRA-000394
Retailer's Class B License)	Order No. 2014-523
)	
at premises)	
5100 Wisconsin Avenue, N.W.)	
Washington, D.C. 20016)	
)	

Discount Drugs Wisconsin, Inc., t/a Rodman's Discount Drugs (Licensee)

Jonathan Bender, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 3E

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that Discount Drugs Wisconsin, Inc., t/a Rodman's Discount Drugs, (Licensee), and ANC 3E have entered into a Settlement Agreement (Agreement), dated October 8, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

Accordingly, it is this 18th day of December, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 4 (Miscellaneous Provisions) – Binding on Survivors Subsection shall be removed.

Section 4 – Assignment and Subcontracts Subsection shall be removed.

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 3E.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

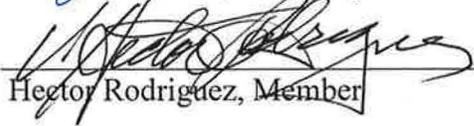
Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 (the "Agreement") is made and entered into as of the 8th day of October, 2014, by Discount Drugs Inc. DBA Rodman's Food and Drug ("Rodman's"), the renewal applicant in ABRA-000394, and Advisory Neighborhood Commission 3E ("ANC") (Rodman's and ANC 3E each being a "Party" hereunder or collectively, the "Parties".)

WITNESSETH:

WHEREAS, Rodman's operates a grocery store that sells beer and wine at 5100 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, constituents have complained about truck traffic for Rodman's inappropriately using neighborhood streets, and Rodman's wishes to take steps to minimize such traffic; and

WHEREAS, ANC 3E agrees to support Rodman's renewal application in ABRA-000394 ("Application"), in reliance in part on Rodman's agreement to take certain actions described herein that will reduce potential burden on nearby residents;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Signage.** Rodman's will install a large, prominent sign above its loading dock with the following verbiage: "Delivery Trucks Are Not Allowed On Nearby Neighborhood Streets. Rodman's Management Will Contact Management Of Companies Whose Trucks Violate This Rule. Thank You."

2. **Letters.** Rodman's will send letters to every company that makes deliveries to Rodman's notifying them about the policy prohibiting delivery trucks to Rodman's from using neighborhood streets, and warning the companies that Rodman's may cease doing business with repeat violators.

3. **Website.** Rodman's will place a link on its on the top navigation bar of its website homepage entitled "Contact Us." The link will lead to a web page that will state that Rodman's wants to hear about any community concerns associated with its business, including inappropriate truck traffic, and will contain an e-mail link and phone number that residents may use to communicate with Rodman's about such concerns.

4. **Miscellaneous Provisions.**

ABRA Adoption: The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

Waiver: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

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

Rodman's

By: Nolan Rodman
Name: Nolan Rodman
Title: Owner's son

Advisory Neighborhood Commission 3E

By: Jonathan Bender
Name: Jonathan Bender
Title: Vice-Chair
Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender,
email=jbender@businesslawyer.com,
o=Law Office of Jonathan Bender,
P.C., c=US
Date: 2014.10.10 13:08:39 -0400