

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

In the Matter of:)	
TGI Friday's, Inc.)	
t/a TGI Fridays)	
Applicant for a New)	Case No. 13-PRO-00126
Retailer's Class CR License)	License No. ABRA-092827
at premises)	Order No. 2013-596
3334 14 th Street, N.W.)	
Washington, D.C. 20010)	

TGI Friday's, Inc., t/a TGI Fridays (Applicant)

Kent Boese, Chairperson, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 1A**

The Application filed by TGI Friday's, Inc., t/a TGI Fridays, 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 October 7, 2013, and a Protest Status Hearing on November 13, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1A have entered into a Settlement Agreement (Agreement), dated November 13, 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 Chairperson Kent Boese, on behalf of ANC 1A, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by ANC 1A.

Accordingly, it is this 11th day of December, 2013, **ORDERED** that:

1. The Application filed by TGI Friday's, Inc., t/a TGI Fridays, for a new Retailer's Class CR License located at 3334 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the ANC 1A in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 8 (License Ownership and Compliance with ABRA Regulations)
– The following sentence shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

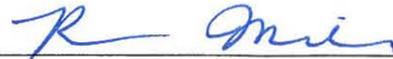
Section 9 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursue such cure), such failure shall constitute a cause for ANC1A to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e).”

The parties have agreed to these modifications.

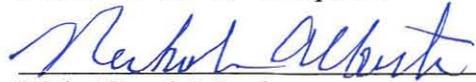
4. Copies of this Order shall be sent to the Applicant and ANC 1A.

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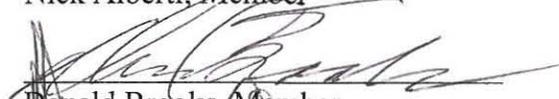
District of Columbia
Alcoholic Beverage Control Board



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 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Daniel Kornfield
SMD 1A04 – Morgan Corr
SMD 1A07 – Thomas Boisvert
SMD 1A10 – Anthony Cimino

SMD 1A02 – Vickey Wright-Smith
SMD 1A05 – Kevin Holmes
SMD 1A08 – Kent Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Steve Swank
SMD 1A06 – Patrick W. Flynn
SMD 1A09 – Bobby Holmes
SMD 1A12 – Rosalind M. Gilliam

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 13th day of November 2013 by and between TGI Friday’s (“Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class C for a business establishment (“Establishment”) located at 3334-3336 14th Street, N.W., Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a restaurant with an emphasis on food.
3. ***Hours of Operation and Sales.***

The Applicant’s hours of operation; for selling and serving alcohol; and for entertainment shall be as follows:

Sunday through Saturday 10:00 a.m. – 2:00 a.m.,

Settlement Agreement between ANC 1A and TGI Friday's (ABRA-092827)

The Applicant's hours for selling and serving alcohol on the Sidewalk Café shall be as follows:

Sunday through Thursday 10:00 a.m. – 11:00 p.m.,
Friday and Saturday 10:00 a.m. – Midnight

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the ground floor of the building and the sidewalk café. The Establishment will have no more occupancy load than are permissible by code and Fire regulations.
5. **Public Space – Trash – Rodents.** Applicant shall keep the sidewalk (up to and including the curb) reasonably clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster. The Applicant agrees to obtain a trash compactor to mitigate odors and vermin. The Applicant shall deposit trash and garbage outside only in a rodent-proof trash compactor and shall see that it remain fully closed except when trash or garbage is being added or removed. Applicant shall have professional extermination services or provide them as needed. Applicant shall ensure that the area around the trash compactor is kept clean at all times and that it is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will cause to be erected privacy fencing to screen the trash compactor from immediate view at street level on Monroe Street. The residential side of the fencing will be constructed with cedar or other aesthetically pleasing material. The kitchen exhaust will be vented to the roof of the building (such ventilation duct running on the outside of the building rather than up through portions of the building occupied by other tenants) to help dissipate cooking odors in the immediate neighborhood. Applicant will not place any items, including tables and/or chairs on the sidewalk café without proper licensing. Applicant shall request that its trash and recycling contractors collect trash and materials no earlier than 9:00 a.m. and no later than 5:00 p.m. Recyclables not going into the trash compactor will not be dumped after 10:00 p.m. Applicant will also work with its trash and recycling contractors to attempt to use smaller vehicles appropriate to the width of Monroe Street and create an appropriate collection schedule in response to the smaller vehicles.
6. **Deliveries.** Due to the residential character and narrow configuration of the 1400 block of Monroe Street, NW, applicant agrees to use 14th Street for food and beverage deliveries. With only rare exceptions, deliveries shall only occur between the hours of 7 a.m. and 11 a.m.; provided, however, these hours may vary depending on exigencies of traffic congestion and future loading zone spaces being established.

7. *Capacity – Music – Noise.*

- a. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
- b. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take reasonably necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
- c. Applicant may have live entertainment with an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music, all of which are allowed within the restaurant. Applicant agrees that no live, recorded, or amplified music will be permitted on the sidewalk café.
- d. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate noise from this restaurant that may be heard in surrounding residents' homes, including keeping its doors and windows closed when music is being played at the establishment.
- e. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises. Where appropriate, speakers will be mounted using spring mounts and/or sound attenuation/isolation mounting plates.
- f. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps reasonably necessary to prevent the repetition of such violation.

8. *License Ownership and Compliance with ABRA Regulations.* Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

9. *Notice and Opportunity to Cure.* In the event that any of the parties is in breach of this

Advisory Neighborhood Commission 1A
1380 Monroe Street NW #103
Washington, DC 20010

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Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach occurring within the prior 6 months, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:

TGI Fridays
3334-3336 14th Street, NW
Washington, DC, 20010
Attn: Ross Spence
Director of Operations-Baltimore
(321) 890-2579 (mobile)

If to Protestants:

Advisory Neighborhood Commission 1A
1380 Monroe Street, NW, #103
Washington, DC, 20010
Attn: Kent Boese, Chairman
202- 904-8111

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

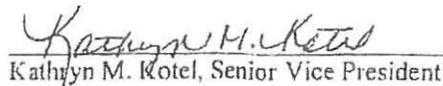
10. *Withdrawal of Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:



Kent Boese
Chairman, ANC 1A

APPLICANT:



Kathryn M. Kotel, Senior Vice President
TGI Friday's Inc.