

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

In the Matter of:

Glad, LLC
t/a Jack's

Application for a Renewal and
A Substantial Change to it's
Retailer's Class "CR" License

at premises
1527 17th Street, N.W.
Washington, D.C.

)
)
)
)
)
)
) License No. 74020
) Case No. 21211-08/031P
) Order No. 2008-201
)
)
)
)
)
)

Glad, LLC, t/a Jack's, Applicant

Ramon Estrada, Chairman, Advisory Neighborhood Commission 2B and Victor Wexler, Advisory Neighborhood Commission 2B; Robert Halligan, President, Dupont Circle Citizens Association; Douglas E. Fierberg, Allen Greenberg, Donald L. Jones, Madison Jones and David J. Mallof, on behalf of a Group or Five or More Individuals, Protestants.

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for a Renewal and a Substantial Change Application to allow the Applicant to increase the seating on its sidewalk café, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Status Hearing on April 9, 2008, in accordance with D.C. Official Code § 25-601 (2001). Ramon Estrada, Chairman, Advisory Neighborhood Commission (ANC) 2B and Victor Wexler, ANC 2B; Robert Halligan, President, Dupont Circle Citizens Association (DCCA); Douglas E. Fierberg, Allen Greenberg, Donald L. Jones, Madison Jones and David J. Mallof, on behalf of a Group or Five or More Individuals, Protestants, filed timely written opposition to the Application.

On April 9, 2008, pursuant to Title 23 of the District of Columbia Municipal Regulations § 1602.6 (2004), the Board dismissed the protest of DCCC due to DCCA's failure to appear at the Status Hearing held on April 9, 2008.

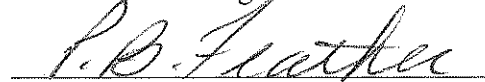
Glad, LLC
t/a Jack's
License No. 74020
Case No. 21211-08/031P
Page Two


The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated May 7, 2008, the Protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the Applicant's continuing compliance with the terms of the Agreement.

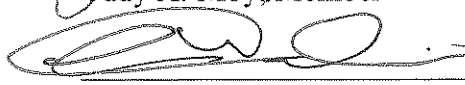
Accordingly, it is this 21st day of May 2008, **ORDERED** that:

1. The protests of ANC 2B and a Group of Five or More Individuals are **WITHDRAWN**;
2. The Application filed by Glad LLC t/a Jack's, for a Renewal and a Substantial Change to its Retailer's Class "CR" license, at 1527 17th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

COOPERATIVE AGREEMENT

2008 MAY 12 P 1:35

THIS AGREEMENT made and entered into this 7th day of May, 2008, by and between GLAD LLC., trading as Jack's (hereinafter the "Applicant"), and Advisory Neighborhood Commission (ANC) 2B, Dupont Circle Citizens Association (DCCA), and a group of individuals (hereinafter the "Protestants"),

WHEREAS, the Applicant has filed a renewal application for license number 74020, for its Retailer's Class CR license with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for premises known as Jack's located at 1527 17th Street, NW, in Washington, DC.

WHEREAS, a group of twenty seven (27) individuals (see Appendix A) protested Applicant's renewal application;

WHEREAS, ANC 2B, DCCA and a group of eleven (11) individuals (see Appendix B) protested Applicant's request for an increase in the number of seats on its sidewalk café, and request to install new windows on the front of the establishment that may slide open (Substantial Change application);

WHEREAS, the Applicant and the Protestants mutually agree to the following stipulations being added to its license;

WHEREAS, in recognition of the Board's policy of encouraging parties to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the protestants concerns and to include this agreement as a formal condition of its renewal application and Substantial Change application, and (2) Protestants will agree to the issuance of the CR license and Substantial Change application *provided* that such agreement is incorporated into the Board's order GRANTING the license and substantial change, which order is thereby conditioned upon compliance with such agreement.

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

1. Trash/garbage/rodents. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash, grease and garbage only in rodent-proof trash containers, and shall see that container covers fit properly and remain fully closed and secured except when trash, grease, or garbage is being added or removed.

- a. Applicant shall make every effort to dispose of solid food and grease properly. Applicant will provide for the proper removal of grease and fatty oils from the establishment according to District of Columbia law and regulations. Applicant shall take appropriate steps, such as using garbage disposal bags for any food waste.
- b. Applicant shall keep waste containers clean by washing them out weekly, temperature permitting. The trash containers shall be inspected for leakage and

CO 7
MAY 12
[Signature]

maintained in sound operating condition to avoid liquid garbage/grease from leaking onto the alley and street.

- c. Applicant shall ensure trash containers are not overfilled to the degree that lids cannot be properly and completely closed. Applicant shall maintain at least 5-day a week pick up for trash. Applicant shall request its trash removal service to take appropriate steps so that liquid garbage/grease does not leak on the alley.
- d. Applicant shall keep the alley and street free of garbage/grease caused by its operations and make reasonable efforts for any needed clean-up promptly.
- e. Applicant agrees to participate in a cooperative waste management program to consolidate food waste and grease of several businesses unless the costs are greater than ten percent (10%) of what it is paying at the time for its contract and that such a program is in compliance with DC laws and regulations.

2. Public space usage provisions. Applicant shall assist in the cleaning of the alleyway and the public space in front of the establishment to 18 inches outward from the curb (including when weather permits the use of a watering hose) to keep free of debris and to remove snow and ice from the sidewalk and comply with all applicable District of Columbia laws and regulations. Applicant shall make reasonable efforts to prevent or disperse loitering in front of the premises during business hours and at closing.

3. Outdoor Sidewalk Café hours of service and capacity. Applicant may serve food and alcoholic beverages until:

- a. Sunday through Tuesday : 11:00 pm.
Wednesday through Saturday: Midnight.
- b. No food or beverage orders will be taken less than 30 minutes before the above sidewalk café closing times. Patrons will be given an oral notice, "last call," sometime prior to 30 minutes before the closing times. Patrons will be requested to depart the sidewalk café promptly at cafe closing time, or be requested to move inside the restaurant for further service.
- c. The seating capacity for the sidewalk café shall not exceed 34 persons, except as may be modified by a one day Substantial Change pursuant to Section 6 hereafter.

4. Consideration of the Neighborhood. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those using and/or leaving the establishment to keep conversations/noise down at all times, especially after 10:00 PM.

5. Noise. (a) Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises. No music, live or taped, shall be heard or played in the outdoor café.

(b) Except for ingress or egress of patrons and employees, Applicant will keep the doors to the premises closed after 9:00 PM Sunday through Saturday.

(c) One vestibule will be constructed for an existing entrance creating a second interior door to assist further in containing any noise that may be emitted from the establishment.

(d) Applicant will not install windows, or French Doors in the windows' space, that may be opened to the sidewalk café.

6. Entertainment. Applicant shall not offer any form of entertainment as defined by the ABC statute and regulations. Notwithstanding the foregoing, and pursuant to 23 DCMR 716, the parties agree that Applicant may apply for no more than six (6) one day substantial changes to the operation of the business in each calendar year. No more than two (2) of said applications may be for permitting standing room on the sidewalk café for the annual Capital Pride Parade and the High Heel Race that are publicly approved special events occurring on 17th Street.

7. Modification. This agreement may be modified according to the procedures set forth in the ABC regulations at Title 23 of the District of Columbia Municipal Regulations.

8. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

9. Notice to Applicant. Protestants agree to provide Applicant with written notice of any perceived violation of this agreement. Applicant shall have seven (7) days to communicate to the protestants any information pertinent to the complaint, and to state what corrections, if any, have been taken to abate any alleged violation of this agreement.

10. Withdrawal of Protest. Protestants agree to the issuance of the license, the Substantial Change application, and the withdrawal of their protests provided that the present Agreement is incorporated into the Board's order, which order is thereby conditioned upon compliance with such Agreement.

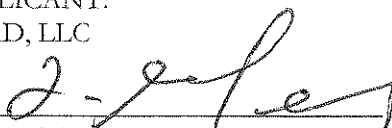
11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12. Severability. In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

NEXT PAGE SIGNATURE PAGE ONLY


LG
MWV CF
[Handwritten signatures]

APPLICANT:
GLAD, LLC

By: 
Latif Guler, Managing Member

Date: 5-8-08-

ADVISORY NEIGHBORHOOD COMMISSION 2B:

By: 
Chairman Chairman

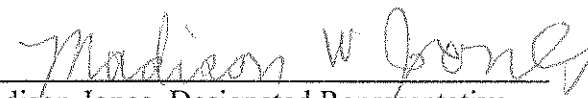
Date: May 7, 2008

DUPONT CIRCLE CITIZENS ASSOCIATION:

By: _____
Joel Lawson, President

Date: _____

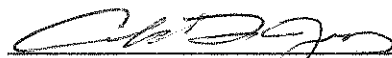
INDIVIDUAL PROTESTANTS:

By: 
Madison Jones, Designated Representative


Date: 5/7/08

By: 
Allen Greenberg, Designated Representative

Date: 5/7/08

By: 
Donald Jones, Designated Representative

Date: 5/7/08

By: 
David Mallof, Designated Representative

Date: 5/7/08

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2008 MAY 12 P 1:36

REC'D BY

AL

may be for permitting standing room on the sidewalk café for the annual Capital Pride Parade and the High Heel Race that are publicly approved special events occurring on 17th Street.

7. Modification. This agreement may be modified according to the procedures set forth in the ABC regulations at Title 23 of the District of Columbia Municipal Regulations.

8. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

9. Notice to Applicant. Protestants agree to provide Applicant with written notice of any perceived violation of this agreement. Applicant shall have seven (7) days to communicate to the protestants any information pertinent to the complaint, and to state what corrections, if any, have been taken to abate any alleged violation of this agreement.

10. Withdrawal of Protest. Protestants agree to the issuance of the license, the Substantial Change application, and the withdrawal of their protests provided that the present Agreement is incorporated into the Board's order, which order is thereby conditioned upon compliance with such Agreement.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12. Severability. In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2008 MAY 12 P 1:30

REC'D BY

NEXT PAGE SIGNATURE PAGE ONLY

APPLICANT:
GLAD, LLC

By: _____
Latif Guler, Managing Member

Date: _____

ADVISORY NEIGHBORHOOD COMMISSION 2B:

By: _____
Chairman

Date: _____

DUPONT CIRCLE CITIZENS ASSOCIATION:

By: _____
Joel Lawson, President

APPENDIX A
27 Initial Protestants

=====

Co-Coordinator: Donald L. Jones, 1414 17th Street, NW 20036 Phone: 588-0678

Michael Fasano, 1026 16th Street NW, 20036. Phone: 202/232-1756
(owner, 1536 & 1538 17th Street NW, 20036)

Jim Larson, 1536 17th Street 20036 Phone: 816-665-4224

David J. Mallof, 1711 Q Street NW, 20009. Phone: 202/466-7600

Alaire Rieffel, 1709 Q Street NW, 20009. Phone: 202/387-2311

Joel Millar 1538 17th Street NW, 20036. Phone 202/234-8790

Natalia T. Sorgente, 1538 17th Street NW, 20036. Phone 202/514-0375

Renee Schwager, 1718 P Street NW 20036. Telephone: 232-8886

Jennifer Woodsmall Larson, 1536 17th Street NW 20036 Phone: (336) 575-4212

Co-Coordinator: Allen Greenberg, 1526 17th Street, NW 20036 Phone: 332-8349

Ruben Jacobson, 1526 17th Street, NW 20036 Phone: 202-427-4712

Mara Karlin, 1526 17th Street, NW 20036 Phone: 414-350-7851

Frederic Tomaino, 1526 17th Street, NW 20036 Phone 234-5280

Adele Tomaino, 1526 17th Street, NW 20036 Phone 234-5280

Camille L. Preston, 1526 17th Street, NW 20036 Phone: 332-6153

Joseph Coleman, 1526 17th Street, NW 20036 797-0655

Co-Coordinator: Madison W. Jones, 1526 17th Street, NW 20036 Phone: 588-9144

Mike Grad, 1526 17th Street, NW 20036 Phone: 462-3630

Susan Prolman, 1526 17th Street, NW 20036 Phone: 441-7104

Nancy A. Desmond, 1526 17th Street, NW 20036 Phone 483-7342

Anne Haugh, 1526 17th Street, NW 20036 Phone; 462-4617

John (Jay) Evans, 1526 17th Street, NW 20036 Phone 332-8349

Mabel C. Pollard, 1526 17th Street, NW 20036 Phone 232-1505

Jose Solorzano, 1526 17th Street, NW 20036 Phone: 986-4310

Ana Vargas, 1526 17th Street, NW 20036 Phone: 986-4310

Erin Hall, 1526 17th Street, NW 20036 Phone 404-667-1169

Carter Hall, 1526 17th Street, NW 20036 Phone: 404-519-3036

=====

MWV & C
DAN - 07
Jesse

APPENDIX B
11 Subsequent Protestants

Co-Coordinator: Donald L. Jones, 1414 17th Street, NW 20036 Phone: 588-0678

Michael Fasano, 1026 16th Street NW, 20036. Phone: 202/232-1756
(owner, 1536 & 1538 17th Street NW, 20036)

David J. Mallof, 1711 Q Street NW, 20009. Phone: 202/466-7600

Alaire Rieffel, 1709 Q Street NW, 20009. Phone: 202/387-2311

Co-Coordinator: Allen Greenberg, 1526 17th Street, NW 20036 Phone: 332-8349

Camille L. Preston, 1526 17th Street, NW 20036 Phone: 332-6153

Joseph Coleman, 1526 17th Street, NW 20036 797-0655

Co-Coordinator: Madison W. Jones, 1526 17th Street, NW 20036 Phone: 588-9144

Mike Grad, 1526 17th Street, NW 20036 Phone: 462-3630

Nancy A. Desmond, 1526 17th Street, NW 20036 Phone 483-7342

Anne Haugh, 1526 17th Street, NW 20036 Phone; 462-4617

=====