

Taste International, Inc.
t/a Taste
Case No.13-PRO-00171
License No. ABRA-086011
Page 2

filed with the Board. The Applicant and Commissioner Nolan Treadway, on behalf of ANC 5C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5C of this Application.

Accordingly, it is this 23rd day of April, 2014, **ORDERED** that:

1. The Application filed by Taste International, Inc., t/a Taste, for renewal of its Retailer's Class CT License, located at 1812 Hamlin Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5C in this matter is hereby **WITHDRAWN**;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 modification:

Section 6 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If the 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 the ANC to file a complaint with the ABC Board pursuant to D.C. Code § 25-446(e).”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 5C.

Taste International, Inc.
t/a Taste
Case No.13-PRO-00171
License No. ABRA-086011
Page 3

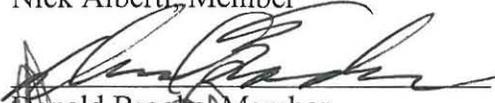
District of Columbia
Alcoholic Beverage Control Board



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, 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).

SETTLEMENT AGREEMENT

Taste Lounge, 1812 Hamlin St NE, Washington, DC 20018

ANC 5C, PO Box 80127, Washington, DC 20018

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 4 day of MARCH, 2014 by and between Taste International, Inc. t/a Taste, License # ABRA-086011 ("Applicant"), and Advisory Neighborhood Commission 5C ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class C Tavern, License Number ABRA-086011, for a business establishment ("Establishment") located at 1812 Hamlin St NE, Washington, DC 20018 ("Premises");

WHEREAS, the Parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address the concerns of ANC 5C and to include this agreement as a formal condition of its application, and (2) ANC5C will agree to the renewal of the license related to this license provided that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

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

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) ***Noise and Privacy.*** Applicant agrees to keep its doors and windows closed when music is being played at the establishment, except for ingress and egress. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

3) **Public Space and Trash.**

- a) Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.
- b) The Applicant agrees to maintain a dumpster in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners or public right-of-way and so that no garbage is placed on the abutting property or adjacent public alley.
- c) The Applicant agrees that dumpsters shall be emptied regularly and done so after 8:00 AM on weekdays and after 9:00 AM on weekends.

4) **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the ABC Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

5) **Security Cooperation in Stemming Criminal Activity and Public Drinking.** Protestants are concerned that the Premises pose security and crime issues.

- a) Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring criminal activity within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- b) Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
- c) Applicant will install and use commercially reasonable efforts to maintain a security camera system to cover the front of the Premises, the entryway of the Premises, the area just inside the door of the Premises and the alley behind the Premises.

6) **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this 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, 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: Taste Lounge
1812 Hamlin St NE
Washington, DC
Attn: Timmy Ijiti
Phone: 301-437-1927

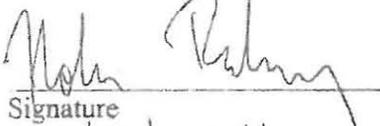
If to Protestants: ANC Commissioner Nolan Treadway
2222 Lawrence Street NE
Washington, DC 20018
Phone: 202-248-0527 / 734-717-4342

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.

PROTESTANT:

ANC 5C

Nolan Treadway
Commissioner 5C07


Signature

3/4/2014
Date

APPLICANT:

Taste International, Inc.

Timmy Ijiti


Signature

3/6/14
Date