

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

In the Matter of:)	
)	
Ruby Tuesday, Inc.)	
t/a Ruby Tuesday #5320)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-075456
)	Order No. 2013-430
at premises)	
3365 14 th Street, N.W.)	
Washington, D.C. 20010)	

Ruby Tuesday, Inc., t/a Ruby Tuesday #5320 (Applicant)

Kevin Holmes, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
1A

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ruby Tuesday, Inc., t/a Ruby Tuesday #5320, and ANC 1A have entered into a Settlement Agreement (Agreement), signed on July 10, 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 Commissioner Kevin Holmes, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. 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 5 (Noise and Noise Suppression) – The following sentence shall be modified to read as follows: “Applicant acknowledges familiarity with and will comply with all noise-control provisions District of Columbia laws and regulations, including D.C. Official Code §25-725.”

Section 10 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for filing a complaint with the Board pursuant to D.C. Official Code §25-446(e).”

Section 12 (Modification) – The following sentence shall be modified to read as follows: “Except as provided in D.C. Official Code §25-446(d)(2), this Agreement can be modified only by mutual agreement of the parties and approval of the ABC Board.”

The parties have agreed to these modifications.

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

Ruby Tuesday, Inc.
t/a Ruby Tuesday #5320
License No. ABRA-075456
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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, 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.



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Lisa Kralovic
SMD 1A04 – Laina Aquiline
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 AGREEMENT, made and entered into this 10th day of July 2013, by and between Ruby Tuesday Inc., t/a Ruby Tuesday #5320, (hereinafter the “Applicant”) and Advisory Neighborhood Commission 1A (“ANC 1A”).

WHEREAS, Applicant has filed application License No.: ABRA-075456 with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for a Retailers Class C license for a restaurant located at 3365 14th Street, NW (the “Restaurant”);

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address ANC 1A’s concerns and ANC 1A will agree to support the renewal of the Retailer’s Class C License;

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

- 1. Loitering:** All due diligence shall be made by the Applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness or other acts of aggression.
- 2. Smoking:** Applicant will encourage all patrons, by posted signs or other printed notation to smoke only in designated areas outside the Restaurant.
- 3. Hours of Alcohol Sale:** Applicant has the right, but is not obligated to, sell alcoholic beverages in the Restaurant, but will not make sales after 12 a.m. on weeknights (Sunday through Thursday) and 12 a.m. on Friday and Saturday nights. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food to its patrons at all times it is open. No alcoholic beverages shall be sold to patrons who are purchasing food for takeout or delivery services.
- 4. Trash Removal:** Applicant will maintain regular trash removal service at a minimum of three (3) times per week. The Applicant shall place all trash in sealed trash containers that are rodent proof and limit the release of odors.
- 5. Noise and Noise Suppression:** Applicant acknowledges familiarity with and will comply with all noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by

- any musical instrument or amplification device or other device or source of sound or noise, in accordance the DC Code 25-725. Sound emanating from any part of the Restaurant shall not be audible in residential structures in the vicinity. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act.
6. **Removal of Grease and Oils:** Applicant will provide for the proper removal of grease and oils and will not deposit these substances in standard trash containers.
 7. **Odor Management:** Applicant shall maintain its ventilating system in proper working order and shall promptly address any concerns about odors or smell coming from the Restaurant.
 8. **Litter and Debris Removal:** Applicant will maintain all areas adjacent to the Restaurant, up to and including the curb, in a clean and orderly manner, free of trash and litter, in full compliance with applicable D.C. regulations in this respect, as often as needed.
 9. **Parking:** Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.
 10. **Notice and Opportunity to Cure:** In the event that any of the parties are 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, upon receiving notice the noticed party will have thirty (30) calendar days to cure. Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official 25-447. 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 respective parties at their business address. Notice shall be deemed as given as of the time of receipt or refusal of receipt.
 11. **Binding Effect:** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.
 12. **Modification:** This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

WHEREFORE, by the signing of duly authorized representatives for the Applicant and ANC 1A, Applicant hereby agrees to the aforementioned covenants and ANC 1A withdraws its protest and objections to the issuance of the Class C License to Applicant, and Applicant and ANC 1A request that this Agreements be incorporated into the ABC Board's order issuing a Class C License.

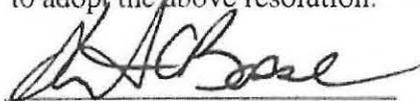

Kevin Holmes, ANC SMD 1A05


Rob Prunty
Ruby Tuesday, Inc., t/a Ruby
Tuesday #5320
REGIONAL PARTNER.

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Certification:

At a regularly scheduled and publicly noticed meeting held on July 10, 2013, Advisory Neighborhood Commission 1A considered the above resolution. With a quorum of 10 Commissioners present, the Commission voted with 10 yeas, 0 nos, and 0 abstentions to adopt the above resolution.


Kent Boese
Chairman, ANC 1A


Laina Aquilino
Vice Chair, ANC 1A