



**Chevy Chase**

**Advisory Neighborhood Commission 3/4G**

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April 25, 2018

Mr. Donovan Anderson  
Chairman, Alcohol Beverage Regulation Administration  
2000 14<sup>th</sup> Street, NW  
Suite 400  
Washington, DC 20009

**Re: License No ABRA – #109091**

Dear Chairman Anderson:

At a duly noticed public meeting on April 23, 2018, ANC 3/4G voted 7-0 to support the application of the Gordon Food Group t/a Little Beast for a Retailer's Class "C" Restaurant alcohol license for a restaurant at 5600 Connecticut Avenue, NW, subject to a settlement agreement between ANC 3/4G and Gordon Food Group.

Attached please find a signed settlement agreement between the parties.

The Commission appointed Dan Bradfield, ANC 3G06, as its representative in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Speck".

Randy Speck  
Chairman

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 25 day of April, 2018 by and between The Gordon Food Group, LLC/a Little Beast, License #109091 ("Licensee"), and Advisory Neighborhood Commission 3/4G ("Protestant"), (collectively, the "Parties").

### WITNESSETH

WHEREAS, this licensee has applied for a new license, for a business establishment ("Establishment") Retailer's Class "C" Restaurant located at 5600 Connecticut Avenue, 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 Licensee's license application conditioned upon the Licensee's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into the 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 peace, order and quiet, 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. **Hours of Operation.** The hours of operation shall be no greater than:

7am - 1am Monday - Thursday  
7am - 2am Friday - Saturday  
7am - 12am Sunday

#### **Hours of Operation Outdoors (McKinley Avenue side only).**

7am - 11pm Monday - Thursday  
7am - 11:30p Friday - Saturday  
7am - 11pm Sunday

#### **Hours of Alcoholic Beverage Sales, Service, and Consumption.**

10am to 1am Monday - Thursday  
9am to 2am Friday - Saturday  
9am to 12am Sunday

3. **Trash.** The Licensee agrees to have scheduled trash pick-ups seven days per week. The Licensee further agrees not to dispose of any glass bottles between the hours of 12:00 a.m. and 7:00 a.m.
4. **Notice and Opportunity to Cure.** In the event that the Licensee 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. In the event of a breach, the Protestant shall provide notice to the Licensee, and give the Licensee 30 days to cure the alleged breach. The 30-day period shall begin on the date of such notice. If 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) such failure shall constitute a cause for filing a complaint with the Alcoholic Beverage Regulation Administration ("ABRA"). 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 addresses contained in Section 5. Notice shall be deemed given as of the time of receipt or refusal of receipt.
5. **Notices.** All notices required to be given by this Agreement shall be given to the following addresses. Should either of the Parties change their address, the other party must be notified of such change in writing.

If to Licensee: Little Beasts, LLC // Gordon Food Group  
5600 Connecticut Avenue NW  
Washington, D.C. 20015  
Attn: Aaron Gordon

If to Protestants: ANC 3/4G  
Chevy Chase Community Center  
5601 Connecticut Ave.  
Washington, DC 20015  
Attn: Dan Bradfield

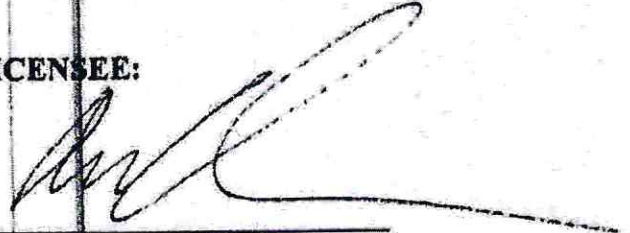
6. **Stipulated License.** Upon execution of this Agreement by the Parties, ANC 3/4G agrees to send a letter to ABRA recommending that the Licensee's application be approved, and that the Licensee be granted a stipulated license.

WHEREFORE, by the signatures of the representatives of Protestant and Licensee, Licensee hereby agrees to the aforementioned covenants and ANC 3/4G agrees to the License, provided that this Agreement is incorporated into the ABC Board's Order.

**PROTESTANT:**

  
By: Dan Bradfield  
ANC 3/4G06 Commissioner

**LICENSEE:**

  
By: Aaron Gordon  
Owner, Gordon Food Group