

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

_____)	
In the Matter of:)	
)	
Cady's Alley Restaurant Concepts, LLC)	
t/a Leopold's Kafe Konditorei/L2)	
)	
Holder of a)	License No. ABRA-025268
Retailer's Class CR License)	Order No. 2015-322
)	
at premises)	
3315 Cady's Alley, N.W.)	
Washington, D.C. 20007)	
_____)	

Cady's Alley Restaurant Concepts, LLC, t/a Leopold's Kafe Konditorei/L2 (Licensee)

Tom Birch, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 2E

Pamla H. Moore, President, Citizen's Association of Georgetown (CAG)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Cady's Alley Restaurant Concepts, LLC, t/a Leopold's Kafe Konditorei/L2, (Licensee), ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated May 4, 2015, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioner Tom Birch, on behalf of ANC2E; and Pamla H. Moore, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 1st day of July, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:


Section 5 (Binding Agreement) -- The following sentence shall be modified to read as follows: "This Voluntary Agreement is binding upon the Applicant and the ANC and all parties hereto, including the successors or transferees."

Section 5 -- The following language shall be removed: "The Sales Contract must provide that any purchase must enter into a new Voluntary Agreement within six (6) months of a sale."

The parties have agreed to these modifications.


2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee, ANC 2E, and CAG.

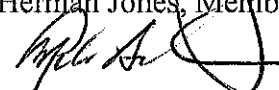
District of Columbia
Alcoholic Beverage Control Board

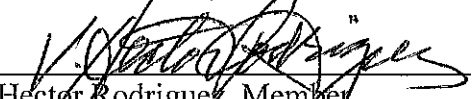

Ruthanne Miller, Chairperson

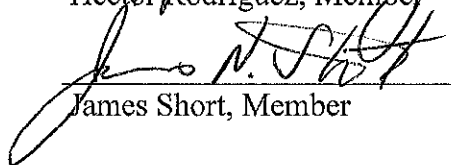

Nick Alberti, Member


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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

VOLUNTARY AGREEMENT

This agreement ("agreement") is made this 4th day of May, 2015 by and between Cady's Alley Restaurant Concepts, LLC t/a Leopold's Kafe Konditorei t/a Leopold's Kafe, 3315 Cady's Alley NW, Washington, DC (the "Applicant") and the Citizens Association of Georgetown (CAG) and Advisory Neighborhood Commission 2E (the "ANC") (the "Protestants").

WHEREAS, Applicant amended the original Voluntary Agreement date 4th day of June, 2007 as shown and set forth on item 2 and item 3.

WHEREAS, Applicant has filed with the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") an applicant for a substantial change to its Class CR license, to expand into additional space, adding 75 seats, and to offer entertainment such as a disc jockey and to have the right to charge a cover charge, and

WHEREAS, in order to secure the ANC's approval of the request pending before the ABC Board, Applicant has agreed to enter into this Voluntary Agreement specifying the parties' agreement and understanding regarding the Applicant's operations.

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties' hereto mutually agree as follows:

1. Occupancy. The establishment will have the right to expand into the adjacent space and add seventy-five (75) additional seats in the establishment.
2. Hours of Operation. The hours of operation will be amended from the original Application, 7:00pm to 2:00am, Sunday through Thursday, and 7:00pm to 3:00am, Friday and Saturday. The new hours of operation will be 7:00am to 2:00am, Sunday through Thursday, and 7:00am to 3:00am, Friday and Saturday. Light fare will be made available for purchase until an hour prior to closing.
3. Indoor Entertainment, Noise Control and Promotional Events. The Applicant may impose a cover charge for Licensee's benefit or utilize the services of a disc jockey, when the establishment is open to the public. The Applicant shall not offer to nor utilize the services of promoters, and will continue to operate this portion of the business in the same high standards as in the other. The Applicant will comply with the D.C. Noise Control Act and take necessary actions to ensure that music, noise and/or vibration from the establishment are not audible beyond the indoor perimeter of the leased premises nor audible to the outdoor of the premises.

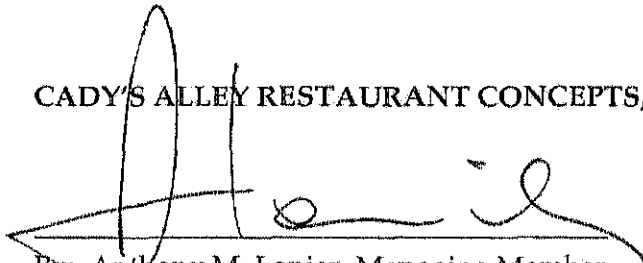
The Applicant agrees to install an airlock on the entrances to the premises to assist in controlling sound.

4. Traffic and Parking. The Applicant will take necessary all steps to avoid any impediments to traffic proceeding on M Street, NW. Applicant will also make parking available for its patrons on lots located at 3307 and 3333 M Streets, NW.

5. Binding Agreement. This Voluntary Agreement is binding upon the Applicant and the ANC and all parties hereto, including their successors, assignees, or transferees. The Applicant agrees to specifically notify any prospective successor of this Voluntary Agreement and to provide them with a copy. The Sales Contract must provide that any purchase must enter into a new Voluntary Agreement within six (6) months of a sale. This Agreement may be modified by the written agreement of all parties or by order of the ABC Board.

By signing of this Voluntary Agreement, Applicant agrees to a foresaid conditions and the Protestants agree to the issuance of the substantial change of the licensee's CR license.


CADY'S ALLEY RESTAURANT CONCEPTS, LLC



By: Anthony M. Lanier, Managing Member

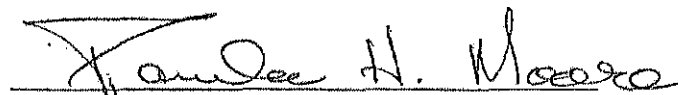
ADVISORY NEIGHBORHOOD COMMISSION 2E

ABC Committee ~~Chairman~~ Commissioner & chairman



By: Tom Birch

CITIZENS ASSOCIATION OF GEORGETOWN



By: Paula H. Moore