

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

In the Matter of:)	
)	
3124 Corporation)	
t/a The Good Guys Restaurant)	
)	
Application for Renewal of a)	Case No. 13-PRO-00157
Retailer's Class CN License)	License No. ABRA-000899
)	Order No. 2014-092
at premises)	
2311 Wisconsin Avenue, N.W.)	
Washington, D.C. 20007)	

3124 Corporation, t/a The Good Guys Restaurant (Applicant)

Brian A. Cohen, Chairperson, Advisory Neighborhood Commission (ANC) 3B

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

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 3B**

The Application filed by 3124 Corporation, t/a The Good Guys Restaurant, for renewal of its Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 2, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 3B entered into a Settlement Agreement (Agreement), dated December 22, 2007 and an Amendment to Settlement Agreement, dated November 18, 2010, that govern the operation of the Applicant's establishment. This matter comes now before the Board to consider the

Parties' Second Amendment to Settlement Agreement (Amendment), dated March 10, 2014, in accordance with D.C. Official Code § 25-446 (2001).

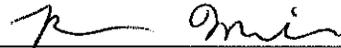
The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Brian A. Cohen, on behalf of ANC 3B, are signatories to the Amendment.

This Amendment constitutes a withdrawal of the Protest filed by ANC 3B.

Accordingly, it is this 10th day of September, 2014, **ORDERED** that:

1. The Application filed by 3124 Corporation, t/a The Good Guys Restaurant, for renewal of its Retailer's Class CN License, located at 2311 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 3B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Second Amendment to Settlement Agreement, dated March 10, 2014, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. All terms and conditions of the original Agreement, December 22, 2007 and the Amendment to Settlement Agreement, dated November 18, 2010, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant and ANC 3B.

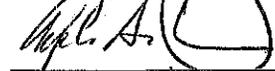
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

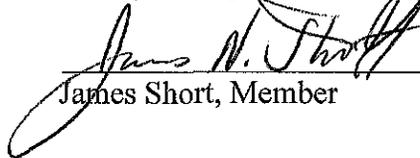

Nick Alberti, Member


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 by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS

AMENDED SETTLEMENT AGREEMENT

Replaces agreement dated and signed February 24, 2014

AMENDMENT TO VOLUNTARY AGREEMENT

This AMENDMENT is made this 10th day of March, 2014, by and between 3124 Corporation, trading as The Good Guys Restaurant ("Good Guys"), and Advisory Neighborhood Commission 3B ("ANC 3B").

WHEREAS, Good Guys operates a business establishment located at 2311 Wisconsin Avenue NW, Washington, DC, and is the holder of a Retailer's License Class CN, License No. 899 (the "License"), issued by the District of Columbia Alcoholic Beverage Control Board.

WHEREAS, the parties hereto entered into a Voluntary Agreement, dated December 22, 2007 (the "Agreement") and subsequently amended November 18, 2010, in connection with Good Guys' application to renew the License.

WHEREAS, the parties hereto desire to amend the Agreement upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated herein by reference.
2. Amendments to Agreement.
 - 2.1. The following Paragraph 8 is hereby added to the Agreement:

"Good Guys shall not configure stages in its establishment, nor otherwise operate its business to enable nude dancers to perform for one or two patrons in spaces that are not freely visible to other patrons unless: (1) another ABC licensed establishment located within 2 miles of Good Guys' premises does so in accordance with the law, or (2) there is a legislative or regulatory change which significantly relaxes or eliminates the requirement that nude dancers not perform within 3 feet of patrons. In either case, should Good Guys choose to change its business operation, it will do so according to ABRA regulations. Nothing herein shall be construed to prohibit dancers at Good Guys from performing for tips from a single

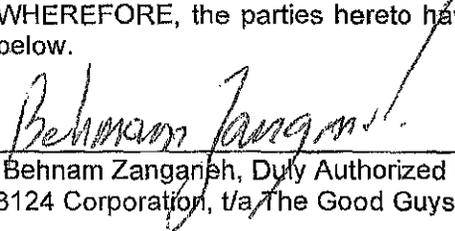
customer, provided that the performance is freely visible to other patrons. Further, if it appears that (1) or (2) above is about to happen (for example, if a licensed establishment within 2 miles files an application seeking permission for the referenced activity, or if a legislative or regulatory change is formally proposed), Good Guys may seek approval for any changes or activity prohibited by this Section, provided it does not implement such changes or activity until the conditions set forth in (1) or (2) above actually occur."

2.2. The following Paragraph 9 is hereby added to the Agreement:

"Good Guys shall locate a security camera on or near the front of the premises to record the activity outside of the premises near the front entrance. The images recorded by said security camera will be made available to the District of Columbia Alcoholic Beverage Regulation Administration and/or the District of Columbia Metropolitan Police Department investigators as requested, and will be kept for at least thirty (30) days."

3. Full Force and Effect. Except as specifically provided herein, the Agreement remains in full force and effect.

WHEREFORE, the parties hereto have entered into this Amendment on the dates set forth below.



Behnam Zanganeh, Duty Authorized Officer
3124 Corporation, t/a The Good Guys Restaurant

3-10-14

Date signed



Brian A. Cohen, Chairman
Advisory Neighborhood Commission 3B

3-10-14

Date signed

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

_____)
In the Matter of:)
)
3124 Corporation)
t/a The Good Guys Restaurant)
)
Holder of a)
Retailer's Class CN License) License No. ABRA-000899
) Order No. 2010-589
)
at premises)
2311 Wisconsin Avenue, N.W.)
Washington, D.C. 20007)
_____)

3124 Corporation, t/a The Good Guys Restaurant ("Applicant")

Melisa J. Lane, Chairperson, Advisory Neighborhood Commission ("ANC") 3B

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that 3124 Corporation, t/a The Good Guys Restaurant, holder of a Retailer's Class CN License, located at 2311 Wisconsin Avenue, N.W., Washington, D.C. and Melisa J. Lane, Chairperson, on behalf of ANC 3B, have entered into an Amendment to Voluntary Agreement (Agreement), dated November 18, 2010, that govern 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 Melisa J. Lane, Chairperson, on behalf of ANC 3B, are signatories to the Agreement.

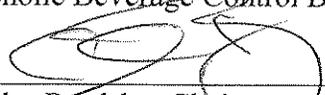
3124 Corporation
t/a The Good Guys Restaurant
License No. ABRA-000899
Page 2

Accordingly, it is this 1st day of December 2010, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement submitted by the Applicant and ANC 3B to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 3B.

3124 Corporation
t/a The Good Guys Restaurant
License No. ABRA-000899
Page 3

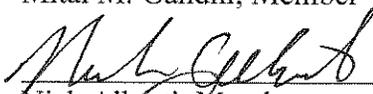
District of Columbia
Alcoholic Beverage Control Board



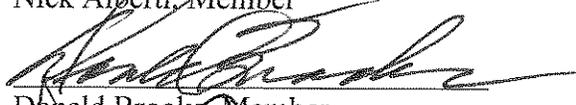
Charles Brodsky, Chairperson



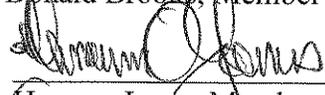
Mital M. Gandhi, Member



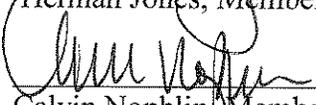
Nick Alberti, Member



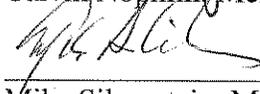
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS

AMENDMENT TO VOLUNTARY AGREEMENT

2134 Corporation t/a The Good Guys Restaurant, ABRA License #0899

This is an agreement between 3124 Corporation trading as The Good Guys Restaurant (hereinafter "Good Guys" or "Applicant") holder of a Class CN alcoholic beverage license (#0899) for its premises at 2311 Wisconsin Avenue, N.W., and Advisory Neighborhood Commission 3B (hereafter "ANC 3B"). This agreement is an amendment to the current Voluntary Agreement dated December 22, 2007 and ordered by the Board on January 9, 2008.

Good Guys and ANC 3B wish to amicably agree to the following change in the Voluntary Agreement listed hereafter, which formalizes a voluntary proposal made by the Applicant earlier this year in response to neighborhood security concerns. In consideration for Good Guys' willingness to work with the neighborhood to resolve issues and to incorporate the provision below in its Voluntary Agreement, ANC 3B will not oppose the renewal of Good Guys liquor license.

It is therefore agreed between Good Guys and ANC 3B to add to the current Voluntary Agreement as #3(b) the following:

PO BOX 32312 WASHINGTON, D.C. 20007 (202) 338-2969; FAX (202) 338-8654; E-MAIL ANC3B@AOL.COM
[HTTP://WWW.DCNET.COM/ANC/3B](http://WWW.DCNET.COM/ANC/3B)

3B01
N. GLOVER PARK
KATHLEEN W. FIORILLO
SECRETARY

3B02
E. GLOVER PARK
JACKIE BLUMENTHAL

3B03
W. GLOVER PARK
MELISSA J. LANE
CHAIR

3B04
CATHEDRAL HEIGHTS
HORACE KREITZMAN
VICE CHAIR

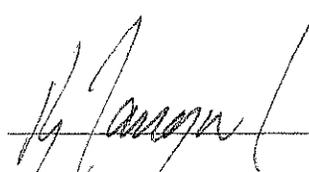
3B05
S. GLOVER PARK
BRIAN A. COHEN
TREASURER

As promised at the May 13, 2010, meeting of ANC3B, Good Guys agrees to increase its security measures by making sure that either a manager or an extra bartender is on the premises no later than 5 p.m. on Mondays through Thursdays and no later than 6 p.m. on Fridays and Saturdays.

The provision of this amended Agreement shall become a part of the conditions of Good Guys liquor license and shall remain in force upon renewal or transfer of said license. Violations of this amended Agreement by Good Guys shall provide just cause for the Alcoholic Beverage Control Board to issue an order requiring Good Guys to show cause why its license should not be suspended or revoked.

Hereby agreed to:

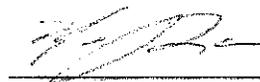
For the Applicant:



Behnam Zanganeh
Duly authorized officer of
3124 Corporation
t/a The Good Guys Restaurant

Date 11-17-10

For the Commission:



Melissa J. Lane, Chair
Advisory Neighborhood Commission 3B

Date 11/18/10

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

<hr/>)	
)	
3124 Corporation)	
t/a The Good Guys Restaurant)	
)	
Application to Renew a)	License No. 899
Retailer's Class CN License)	Order No. 2008-055
)	
For its premises at)	
2311 Wisconsin Ave., N.W.)	
Washington, D.C.)	
<hr/>)	

Behnam Zanganeh, on behalf of the Applicant, 3124 Corporation t/a The Good Guys Restaurant

Melissa J. Lane, Chairperson, Advisory Neighborhood Commission 3B

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Behnam Zanganeh, on behalf of the Applicant, 3124 Corporation, t/a The Good Guys Restaurant and Melissa J. Lane, Chairperson, Advisory Neighborhood Commission (ANC) 3B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 22, 2007 setting forth the terms and conditions by which the Applicant will operate its establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both Behnam Zanganeh and Melissa J. Lane are signatories to the Agreement.

3124 Corporation
t/a The Good Guys Restaurant
License No. 899
Page Two

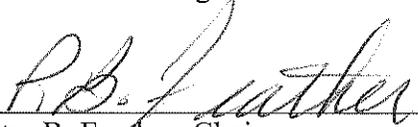
Accordingly, it is this 9th day of January 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement supersedes and replaces the prior Voluntary Agreement dated January 14, 1999, subsequently amended on January 15, 2003 and is **INCORPORATED** as part of this Order; and

2. The Application of 3121 Corporation, Inc. t/a The Good Guys Restaurant, 2311 Wisconsin Ave., N.W., Washington, D.C., to renew its Retailer's Class CN License is **APPROVED**;

3. Copies of this Order shall be sent to the Applicant and ANC 3B.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Albert G. Lauber, 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.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS



Resolution with Regard to the Renewal Application
of Alcoholic Beverage Regulation Administration (ABRA)
License Number 899: 3124 Corporation, t/a
The Good Guys Restaurant

GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
2007 DEC 28 P 4: 2
REC'D BY _____

Commissioner Blevins Introduced the Following Resolution:

Whereas, at the December 4th, 2007 public meeting of Advisory Neighborhood Commission 3B, 3124 Corporation, t/a The Good Guys Restaurant (hereafter "Good Guys" or "Applicant") located at 2408 Wisconsin Avenue, N.W., in the District of Columbia, approached and requested the consent of Advisory Neighborhood Commission 3B (hereafter "ANC 3B"), Government of the District of Columbia, for the renewal of their liquor license with the Alcoholic Beverage Regulation Administration (ABRA);

Whereas, Good Guys has displayed within their storefront windows the required red-poster placard providing public notice of the company's intent to renew their liquor license application, as required by ABRA. Therefore, the public has duly been notified and given the opportunity to express their consent or objection to this application at the December 4th, 2007 public meeting of ANC 3B, where there were public statements in support and opposition to this liquor license renewal;

Whereas, ANC 3B has received a significant number of letters in opposition to the renewal of Good Guys liquor license, questioning the establishments appropriateness in the Glover Park residential neighborhood present day;

Whereas, Good Guys has an existing Voluntary Agreement (VA) with ANC 3B agreeing to specific terms as set forth within the agreement in consideration for ANC 3B not opposing its liquor license renewal;

Therefore Be it Resolved: Advisory Neighborhood Commission 3B withholds its support but does not object to renewing Good Guys' ABRA License Number 899, as Good Guys and ANC3B have amicably entered into and executed a new VA thereby, replacing the existing VA of January 14th, 1999 (as amended) and on file with ABRA.

The Resolution was Properly Seconded and Passed (3-1).

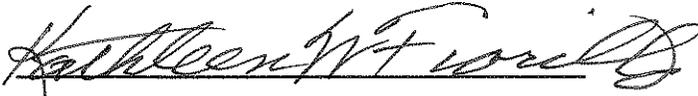
Ayes:
Commissioner Blevins
Commissioner Fiorillo
Commissioner Kreitzman

Nays:
Commissioner Cohen

Absent:
Commissioner Lane



Melissa J. Lane, Chair



Kathleen W. Fiorillo, Secretary

3600 CALVERT STREET, N.W.

P.O. BOX 32312

WASHINGTON, D.C. 20007

PHONE: (202) 338-2969

FAX: (202) 333-8654

3B01
N. GLOVER PARK
KATHLEEN W. FIORILLO

3B02
E. GLOVER PARK
ALAN BLEVINS

3B03
W. GLOVER PARK
MELISSA J. LANE

3B04
CATHEDRAL HEIGHTS
HORACE KREITZMAN

3B05
S. GLOVER PARK
BRIAN A. COHEN

VOLUNTARY AGREEMENT

GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
2007 DEC 28 P 4:25
REC'D BY _____

This is an agreement between 3124 Corporation trading as The Good Guys Restaurant (hereinafter "Good Guys" or "Applicant") holder of a Class CN alcoholic beverage license for its premises at 2311 Wisconsin Avenue, N.W., and Advisory Neighborhood Commission 3B (hereafter "ANC 3B"). This agreement supersedes and replaces the prior Voluntary Agreement dated January 14th, 1999, subsequently amended on January 15th, 2003.

Good Guys and ANC 3B wish to amicably agree to the following terms listed hereafter which might otherwise cause ANC 3B to file a Protest against Good Guys pending application to the Alcoholic Beverage Control Board for renewal of its Class CN license (Application No. 899). It is therefore agreed between Good Guys and ANC 3B:

1. In consideration for Good Guys acceptance of this Voluntary Agreement, ANC 3B will not oppose the Alcoholic Beverage Control Board's granting the renewal of Good Guys liquor license.
2. Good Guys will withdraw its request for approval for expansion of its premises to include 2313 Wisconsin Avenue, NW and concede that the ABC Board's previous approval of such expansion is of no force of effect. Good Guys agrees that it shall not seek approval to expand, build-out or build-up, beyond its current address and parcel during the current license period .

3. Good Guys will operate the licensed premises in the following manner:

- a. From 7 p.m. to closing each day the establishment shall employ a security person who will be permanently stationed at the front door of the premises. From 9 p.m. to close, Good Guys shall employ a second security person who shall be permanently stationed at the rear door. The primary responsibility of the two security personnel shall be to assist in the maintenance of peace and good order in the premises and adherence to all the requirements of the statutes, regulations, and license conditions.
- b. On each day, from 9 p.m. to closing, an employee of Good Guys will periodically patrol the sidewalk in front of its premises, the rear section of its premises and Observatory Lane.
- c. Good Guys will exert every reasonable effort (within the limits of its authority) to prevent its patrons from:
 - i. Loitering outside its premises
 - ii. Engaging in rowdy or noisy behavior, vandalism or the harassment of other persons outside of the establishment
 - iii. operating motorcycles in an unnecessarily noisy manner
- d. Good Guys will not display any words, advertisement, notice, picture, or drawing of any kind (except the name "The Good Guys", an American flag, and any signs required by law and a menu) on the exterior walls, doors, or roof of its premises which indicate the type of entertainment offered within.
- e. Good Guys will not serve alcoholic beverages to any person who appears intoxicated or who is known to likely become disorderly when intoxicated.

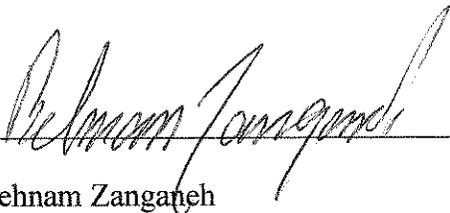
4. If Good Guys allows any other establishment to share in the use of facilities or services for the storage and collection of trash, waste, or recyclables, it will require, and exert all reasonable effort to assure, the employees of such other establishment(s) utilize those facilities or services in an orderly, safe, and sanitary manner.
5. Good Guys will maintain and keep clean the establishment's front public easement (i.e. the sidewalk) and any trees, including the tree box, for which, Good Guys will become responsible for watering, periodic fertilization and general well being of any tree(s).
6. Good Guys will at all times keep its front door closed, except from the normal ingress and egress of its patrons, and make all efforts to contain within its establishment any and all venue noise, patrons noise, etc. emanating from its property to unlawful decibel levels detectable from its establishment;
7. Good Guys will provide and maintain smoker's repository containers for its smoking-patrons, outside (front and rear) of its establishment during hours when the establishment is open, and encourage its smoking patrons to the rear of its premises. Additionally, Good Guys will collect, sweep and maintain the sidewalk's easement on a daily basis so as to keep the sidewalk free of debris and/or cigarette butts. Additionally, Good Guys will keep clean, sweep and maintain the establishment's rear section, in a similar manner to its fore.

The provisions of this Agreement shall become a part of the conditions of Good Guys liquor license and shall remain in force upon renewal or transfer of said license. Violations of this Agreement by Good Guys shall provide just cause for the Alcoholic Beverage Control Board

to issue an order requiring Good Guys to show cause why its license should not be suspended or revoked.

Hereby agreed to:

For the Applicant:



Date 12-21-07

Behnam Zanganeh
Duly authorized officer of
3124 Corporation
t/a The Good Guys Restaurant

For the Commission:



Date 12-22-07

Melissa J. Lane, Chair
Advisory Neighborhood Commission 3B