

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

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)	
C3Fix, LLC)	
t/a C3Fix)	
)	
New application for a Retailer's)	License No. 76457
Class CR License – at premises)	Case No. 612204-07/039P
)	Order No. 2007-047
)	
927 F Street N.W.)	
Washington, D.C.)	
<hr/>)	

C3Fix, LLC, Applicant

Thomas Mayhofer, Tina Ang, Gillian Mullins, Renee S. Ross, Christina Daulton, and Heather Landry, residents of the Ventana Condominium, Protestants

BEFORE: Peter B. Feather, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G Lauber, Member
Mital M. Ganhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The new application for a Retailer's Class CR License, having been protested, came before the Alcoholic Beverage control Board (ABC Board) for a Roll Call hearing on April 18, 2007, in accordance with D.C. Official Code § 25-601 (2001). The above named Protestants, filed timely opposition by letter dated March 6, 2007.

The official records of the ABC Board reflect that the Applicant and the Protestants have reached an Agreement dated May 8, 2007 which has been reduced to writing and has been properly executed and filed with ABC Board. Subject to approval of the ABC Board, the Applicant agrees to adopt and comply with all terms of the Agreement.

C3Fix, LLC

t/a C3Fix

License No. 76457

Case No. 61204-07/039P

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Accordingly, it is this 11th day of July 2007, Ordered that:

1. The protest of Thomas Mayhofer, Tina Ang, Gillian Mullins, Renee S. Ross, Christina Daulton, and Heather Landry, residents of the Ventana Condominium, (Protestants) is **WITHDRAWN**;
2. The Retailer's Class "CR" new license application C3FIX, LLC t/a C3FIX, at 927 F Street, N.W. Washington, D.C., is **GRANTED**;
3. The agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

C3Fix, LLC
t/a C3Fix
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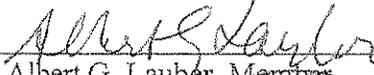
District of Columbia
Alcoholic Beverage Control Board

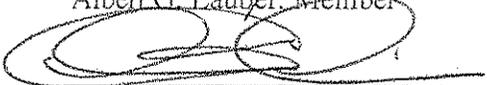

Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, 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.

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COYT OF THE DISTRICT OF COLUMBIA
ALEXANDER DEWEES
REGISTRAR

**COPY FOR
DATE STAMP
AND RETURN**

2007 MAY 11 11:20am

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 2th day of May 2007, by and between C3Fix, LLC Va C3Fix ("Applicant"), and Thomas Mayrhofer, Vittorio Gallo, Cara Zaleberg, James L. Lucey, Erin McCann, Pamela L. Bernstein, Cara Zalberg, Tina Ang, Gillian Mullins, Renee S. Ross, Christina Daulton, and Heather Landry, residents of the Ventana Condominium, (hereinafter collectively referred to as "Protestants")

WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CR Restaurant license for the premises at 975 F Street, NW, Washington, D.C.; and

WHEREAS, the Protestants filed a protest opposing the Applicant's license application;

WHEREAS, the Applicant has agreed to enter into this Agreement with the Protestants to request the Alcoholic Beverage Control Board ("ABC Board") to approve the Applicant's license application with the provisions of this Voluntary Agreement being conditions of the license which must be complied with by Applicant.

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 permitted hours of operation shall be Friday and Saturday 6 a.m. to 3:00 a.m., Sunday through Thursday, 6 a.m. to 2:00 a.m. Last call for the service of alcoholic beverages will be at 2:30am on Friday and Saturday and 1:30am on Sunday through Thursday. The Applicant shall keep the kitchen open until one hour before closing and shall have

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limited food service until closing. Applicant may remain open and sell alcoholic beverages the maximum hours permitted by statute, regulation or Board order on New Years Eve.

In the event of any sale of the business, the purchaser of the business may only operate through 2:00 a.m. on Friday and Saturday and 1:00 a.m. on Sunday through Thursday

3. **Entertainment.** Applicant shall not offer dancing, create a dance floor, or other facilities for dancing or otherwise encourage dancing by patrons or employees. Without permission from the ABC Board, Applicant shall not offer live music indoors or out. The Applicant may offer recorded music and may make use of a DJ. Nothing herein shall preclude Applicant from allowing dancing during private parties, which are neither advertised nor open to the general public. Applicant will not market or advertise the specific nature of music to be performed when using a DJ other than general references to background music such as "lounge music" "jazz", etc.

4. **Loitering.** Applicant shall use commercially reasonable efforts to control the behavior of any persons lined up outside waiting to enter Applicant's business premises and to disperse loiterers.

5. **Promoters.** Applicant shall not cede control of its operations to outside promoters or other persons. Applicant shall not use or allow anyone acting on its behalf to use leaflets to market its establishment. Applicant shall not enter into any marketing arrangement that allows a promoter or any other person to retain cover or admission charges of any kind, other than charitable events or political fundraisers

6. **Parking.**

6.1 Should the Applicant contract with or employ a valet parking service, the valet parking will be pursuant to a contract with an off-street parking facility. Applicant shall request

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that any such valet parking contract include a provision that the illegal parking of cars by attendants employed by the valet company (such as double parking, parking in public alleys and parking in 15 minute zones) shall be grounds for termination of the contract. Applicant shall provide any valet parking contract to Protestants upon request.

6.2 The Applicant will use commercially reasonable efforts to prohibit employees and other personnel associated with the establishment, including any valet parking attendants, from parking vehicles illegally in the immediate vicinity of the establishment, including, but not limited to the alleys between E and F Streets and F and G Streets, both between 9th and 10th Street, NW.

6.3 The Applicant is not required to contract with or employ a valet service by this Voluntary Agreement. However, should independent valet companies or individuals regularly provide valet services to customers of the Applicant, then the Applicant shall be required to employ or contract with a valet service subject to the terms of sections 6.1 and 6.2.

7. Exterior and Public Space Provisions

7.1 Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

7.2 Applicant will hose down areas in front of the establishment as necessary to remove food debris, except in below freezing weather.

8. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

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9. Withdrawal of Protest

Protestant agrees to the issuance of the license and the withdrawal of its protest provided that the present Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Agreement.

10. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11. Severability

In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

12. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant and any transferee of the License. The Applicant will ensure that all parts of the Voluntary Agreement are communicated to any purchaser or future operator of the License and will not take any steps to void the enforceability of this Voluntary Agreement on a future owner or operator.

13. Transfer Notification - In the event of any direct or indirect transfer or sale of the Applicant involving a substantial change in the nature of the operations, the premises shall be placarded and notice provided to the Protestants before the transfer is finalized. In addition, in the event a substantial change in the nature of operation is proposed by Applicant, the premises shall be placarded and notice of the proposed substantial change provided to the ANC.

14. Notice. Notice under this Agreement shall be in writing, and may be given by mail or by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery. Notices may be addressed:

If to Applicant, to:

C3Fix, LLC
975 F Street, NW
Washington, DC 20001

With a Copy to:

Andrew J. Kline, Esq.
1225 19th Street, NW
Suite 320
Washington, DC 20036

If to Protestants:

Board of Directors
Ventana Condominium Association
912 F Street, NW
Washington, DC 20004

Applicant and other signatories may change the notice address listed above by written notice to the other signatories at the addresses provided in this Agreement. 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 Alcoholic Beverage Control Board.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

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17. Withdrawal of Protest. Upon execution of this Agreement and its acceptance by the ABC Board, any protest of the Applicant's application for license filed by any of the parties hereto, shall be deemed withdrawn.

C3Fix, LLC

Protestant:

By: Nisha Sidhu date: 5/8/07 By: Thomas Mayrhofer date: May 8, 2007
Nisha Sidhu, Manager Thomas Mayrhofer, on behalf of all Protestants

17. Withdrawal of Protest. Upon execution of this Agreement and its acceptance by the ABC Board, any protest of the Applicant's application for license filed by any of the parties hereto, shall be deemed withdrawn.

C3Fix, LLC

Protestant:

By: _____
Nisha Sidhu, Manager

date : _____

By: Thomas Mayrhofer date : May 8, 2007
Thomas Mayrhofer, on behalf of all
Protestants