

Spotlight Productions, LLC.
t/a Spotlight Café
License No. 77163
Case No. 61135-07/110P
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The Board's official records also reflect that the Applicant and Joseph Fengler, Chairperson on behalf of the Advisory Neighborhood Commission 6A have entered into a separate Agreement dated September 27, 2007 that has also been reduced to writing and properly executed and filed with the Board. The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 31st day of October 2007, **ORDERED** that:

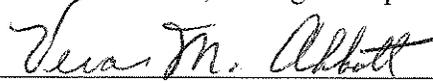
1. The protests of Claude Labbe, Inez Fields, Robert Pittman, Dennis Crayon, Lisa Greene and Helen Wooden-Wood, are **WITHDRAWN**;
2. The Application of Spotlight Productions, LLC, t/a Spotlight Café, 1333 H Street N.E., Washington, D.C., for a new Retailer's Class CX license is **GRANTED**;
3. The above-referenced Agreements are **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants, the ANC and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board



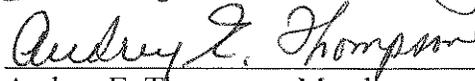
Peter B. Feather, Acting Chairperson



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.

Made this 27 day of September, 2007 by and between

Spotlight Productions, LLC
1333 H Street, NE (Atlas Theater)
Washington, DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that a Cooperative Agreement shall be presented to all liquor license applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of establishments serving liquor within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class C-Multipurpose Liquor License at the subject premises (Atlas Theater);

The Parties Agree As Follows:

1. Business Operations and Practices:

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron bring alcohol into the establishment from outside sources and/or exits the establishment with alcoholic beverages.
- d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
- f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
 - ii. Prohibition against selling alcohol to minors.
- h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Calling the Metropolitan Police Department if illegal activity is observed,
 - ii. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.
 - iii. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.

5. Cooperation with ANC 6A. Applicant agrees to work with the Single-Member District ANC Commissioner within whose boundaries the establishment is located, Commissioners from adjoining SMD's and/or the ABL Committee Chair on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement.

6. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

8. Enforcement:

- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by

all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.

c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant: Spotlight LLC

By: [Signature] - managing member 9/20/07 Date:

Signature: _____

Advisory Neighborhood Council 6A Representative:

By: Chair 9/27/07 Date:

Signature: [Signature]

ABC Board-Licensed Manager:

By: [Signature] - managing member 9/20/07 Date:

Signature: _____

Cooperative Agreement

for a

Class CX (Multi-Purpose License)

Parties:

Spotlight Productions, LLC.

Jonathan Willen

and

The Protestants

Presented to

The Alcoholic Beverage Control Board

Licensee: Spotlight Productions, LLC

This Cooperative Agreement (“CA”) is designed to reflect the issues raised by residents and Protestants within 600 feet of where Spotlight Productions will conduct its activities. (hereinafter “Spotlight” and “The Atlas”).

- Whereas, this cooperative agreement is meant to be a constructive document designed to provide clear understanding of expectations of the Licensee and the Protestant;
- Whereas, the cooperative agreement will serve as a basis to improve the quality of life of both the licensee and the resident;
- Whereas, the cooperative agreement will be the basis for the development of communications and improved working relationships amongst all in the community which the licensee may serve;
- Whereas, the cooperative agreement establishes a set of clauses outlined to supplement what the licensee has already agreed to do simply by being granted the privilege to have an ABC license;
- Whereas, the cooperative agreement is also designed to guide residential members in dealings with the licensee who will possess an ABC license. The relationship between residents and commercial establishments is intrinsic to the economic viability of the whole community. There must be a relationship of trust and understanding that transcends a certain financial transaction. It must also be accepted by both that in order for the cooperative agreement to be effective it will take more than just signing this document. Both the licensee and Protestants have to uphold their respective ends of this cooperative agreement and must take an active part in fulfilling its commitment to ensuring that the cooperative agreement is effective;
- Therefore, we agree as Protestants and accept that the licensee in this particular instance is separate from the establishment in which the licensee will operate. The Licensee and the Protestants will adhere to the following conditions as set forth.

Made this 2nd day of October 2007, by and between Jonathan Willen (Spotlight Productions, Managing Member) and Claude Labbe, Lisa Greene, Dennis Crayon, Helen Wooden-Wood, Robert Pittman and Inez Fields (Protestants). The protestants recognize that Spotlight has applied for a Class CX license from the Alcoholic Beverage Control Board (ABC), having met the necessary requirements set under the Alcoholic Beverage Regulation Administration (ABRA). As residents and Protestants, we are concerned about the impact on Peace, Order and Quiet, demand for police, EMS and fire services, public intoxication, rowdiness, illegal parking, and the economic impact of such businesses where we live.

We and most neighbors recognize that this application is unique and while we appreciate the stated intended purposes of the license (of which we support), we are concerned with the vast expansive nature of the license. After consultation with our neighbors and discussions with the Applicant and the supplemental agreement forwarded to the Atlas, the parties agree as follows:

A. Operations

1.0 Sound Management

- a) The licensee will announce¹ periodically² during open hours, that “when leaving to remember that they are in a residential community” statement.

1.1 Operations and Hours Management

- a) The licensee agrees to limit the sale of alcohol to the following hours:

Sunday	11:00AM – 2:00AM
Monday – Thursday	11:00AM – 2:00AM
Friday – Saturday	11:00AM – 2:00AM
New Year’s Eve	- 3:00AM

B. Health

1.0 Sanitation

- a) The licensee agrees that the kitchen or food preparation area is always clean and sanitized.
- b) The licensee agrees that while a CX license will be granted, the Protestants want an emphasis on serving quality food items.

C. Administrative

1.0 Administrative

- a) Spotlight agrees that the ABC license acquired will be used as stated in the ABC License application.
- b) Spotlight agrees that events and venues (that are not Theater based) that request alcohol sales during their events will be strictly monitored and that such events will end by midnight.
- c) The Licensee agrees to meet at the requests of the Protestants, up to twice a year to address community concerns including parking issues.³
- d) The licensee will post signs that remind staff and patrons to be mindful of neighbors **(Residential Zone)**.
- e) The Licensee agrees to respond to Protestants regular concerns, within ten (10) business days upon written notification from Protestants.
- f) Communication between the Protestants and the licensee shall be via email or U.S. Mail.
- g) The Licensee agrees to amend the Business and Premise sheet and the application to reflect the proper distances from public schools, churches, etc.
- h) The Protestants and the Applicant agree to enter into this community relationship on good faith and trust of each other.

- i) The Atlas and Licensee acknowledge that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this CA.

All parties have read understood and signed this document and therefore agree that the Protestants hereby withdraw its protest of Spotlight Productions application for a Class CX license. The Protestants have signed this document in conjunction with as supplemental document signed by the Atlas Performing Arts Center. The Protestants agree to inform the neighborhood of this cooperative agreement and agree to enlist community support on the terms and conditions as set forth. This Cooperative Agreement shall be executed in 3 (Three) counterparts⁴ each of which shall constitute an original.

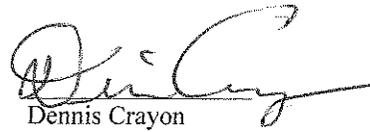
Parties to this action are:


Jonathan Willem
Spotlight Productions, LLC
Managing Member

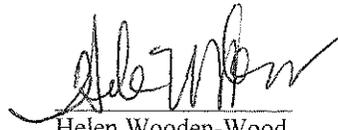

Claude Labbe
Protestant


Inez Fields
Protestant


Robert Pittman
Protestant


Dennis Crayon
Protestant


Lisa Greene
Protestant


Helen Wooden-Wood
Protestant

Definitions

¹ Announce may mean written or verbal notification

² "Periodically" means that the establishment will announce to patrons at least several times in the evening that they are in a residential neighborhood and that they need to be careful with attitudes and voice levels when they exit the establishment. How the establishment chooses to apply the announcements is the responsibility of the establishment.

³ If there is a recurring problem then the licensee agrees to meet on those issues as many times as necessary to remediate the immediate issue.

⁴ Three originals shall be executed, one for the ABC Board and ABRA, one for the Protestants and licensee. Upon approval of the CA from the ABC board all parties will receive a signed copy from ABRA.