

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

<u>In the Matter of:</u>	)	
	)	
Raise the Bar, LLC	)	
t/a Coyote Ugly	)	
	)	
Application for a Retailer's Class CN	)	
License – new	)	Application no. 50239-03/075P
at premises	)	2004-5
717 6 <sup>th</sup> Street, N.W.	)	
Washington, D.C.	)	
	)	

Dimitri P. Mallios, Esquire, on behalf of the Applicant

Robert Hall, Chairperson, on behalf of the Advisory Neighborhood Commission 6C, and  
Charles A. Docter, Single Member District Commissioner 6C09, Protestants

**BEFORE:** Charles Burger, Interim Chairperson  
Vera Abbott, Member  
Laurie Collins, Member  
Judy Moy, Member  
Audrey Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application, having been protested, came before the Board on September 10, 2003, in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition). Robert Hall, Chairperson, on behalf of the Advisory Neighborhood Commission 6C, and Charles A. Docter, Single Member District Commissioner 6C09, filed timely opposition by letter dated August 8, 2003.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated August 31, 2003, the protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Raise the Bar, LLC  
t/a Coyote Ugly  
717 6<sup>th</sup> Street, N.W.  
Page two

Accordingly, it is this 22<sup>nd</sup> day of October 2003, **ORDERED** that:

1. The protest of Robert Hall, Chairperson, on behalf of the Advisory Neighborhood Commission 6C, and Charles A. Docter, Single Member District Commissioner 6C09, is **WITHDRAWN**;

2. The application of Raise the Bar, LLC t/a Coyote Ugly for a retailer's class CN license (new) at 717 6<sup>th</sup> Street, N.W., Washington, D.C. is **GRANTED**;

3. The above-referenced agreement is **INCORPORATED** as part of this Order, and

4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

Charles Burger  
Charles Burger, Interim Chairperson

Vera M. Abbott  
Vera Abbott, Member

Laurie Collins  
Laurie Collins, Member

Judy A. Moy  
Judy Moy, Member

Audrey E. Thompson  
Audrey E. Thompson, Member

## VOLUNTARY LIQUOR LICENSING OPERATING AGREEMENT

This Voluntary Liquor Licensing Operating Agreement (hereinafter "Agreement") is made this 3<sup>rd</sup> day of August, 2003, by and between Raise the Bar, LLC, t/a Coyote Ugly (hereinafter "Coyote Ugly"), Avalon Bay Communities, Inc., (hereinafter "AvalonBay"), the Downtown Cluster of Congregations (hereinafter "the Congregations"), Advisory Neighborhood Commission 6C (hereinafter "ANC 6C") and Single Member District Advisory Neighborhood Commission 6C 09 (hereinafter "ANC 6C 09").

### Witnesseth:

Whereas, Coyote Ugly has filed Application No. 50239 with the Alcoholic Beverage Control Board to operate as a Retailer's Class C Nightclub licensee (hereinafter the "License") in the building located at 717 6th Street, N.W. (hereinafter the "Building")

Whereas, AvalonBay owns and operates a 203 unit apartment building at 770 5th Street, N.W., and the rear of the Avalon Bay property is only separated from the Building by a narrow 16 foot wide north-south alley (hereinafter the "Rear Alley"),

Whereas, the Congregations are dedicated to making sure that its member Congregations are part of a living and dignified Downtown,

Whereas, Coyote Ugly will be operating within the jurisdiction of ANC 6C and more particularly the ANC 6C 09 Single Member District,

Whereas, ANC 6C, ANC 6C 09, Avalon Bay and the Congregations (hereinafter collectively referred to as the Protestor) have either filed protests against the granting of the License to Coyote Ugly by the Alcoholic Beverage Control Board and/or have serious objections to the granting of the License,

Whereas, the Protesters have agreed to withdraw their protests provided that Coyote Ugly hereby agrees to the following: (i) to operate the business in accordance with the terms and conditions of this Agreement (ii) this Agreement is filed with the Alcohol and Beverage Regulatory Administration and (iii) this Agreement is attached by the Alcoholic Beverage Control Board to the License with the requirement that Coyote Ugly operates the business in accordance with the terms and conditions of this Agreement as a condition to the License to be granted to Coyote Ugly

Whereas, the parties have entered into this Agreement commemorating certain understandings regarding the operations of Coyote Ugly in the Building, the parties hereby agree as follows:

1. Prior to 8:00 am of the next day after each night that Coyote Ugly is open for business, Coyote Ugly shall remove all litter, trash and debris from the area in front, behind and on the north side of the Building, so these areas are clear and clean of litter, trash and/or debris. Coyote Ugly shall use good faith efforts to pick-up and remove all litter, trash and debris generated by its operations from the sidewalk and the gutter along the east side of 6<sup>th</sup> Street, between G and H Streets on a daily basis. No trash, recycle, boxes or debris shall be placed outside the Building except in sealed rodent entry resistant metal trash containers/dumpsters that are specifically designed for the storage of trash or recycle. Coyote Ugly shall contract with a waste removal company to pick up and remove the trash and recycle as frequently as required so that the containers are not over

filled and so that trash and recycle is not on the ground or otherwise outside of the closed containers. No dumpsters shall be placed in the Rear Alley under any circumstances or on the property of neighbors. Coyote Ugly shall contract with a professional service company to set traps and bait about the Building and shall monitor the service on a regular basis to control rodents.

2. During its hours of operation Coyote Ugly shall ~~contract~~ with a valet parking service company to provide valet parking to its customers and patrons. Coyote Ugly personnel/staff shall escort patrons who requests such assistance to their vehicle, the nearest Metro, or to an available taxi. *as needed on weekends*
3. Coyote Ugly shall require delivery trucks making deliveries to the Building to park, load and unload on 6th Street or in the east-west alley on the side of the Building, and shall prohibit deliveries, loading and unloading in and from the Rear Alley. Coyote Ugly shall schedule all delivery, loading, unloading and removal of equipment, furnishings, food, beverages and supplies to and from the Building to occur between the hours of 8:00 a.m. and 8:00 p.m..
4. During hours of operation Coyote Ugly, using contract services and/or employees, shall cause there to be security in the Building at a minimum of one security person for every 30 patrons. The sole responsibility of such security persons shall be to maintain peace and order and to insure the quiet enjoyment of the establishment by the patrons and it's immediate environs by the patrons and the neighbors. If patrons are arrested within the establishment, or going from the establishment, Coyote Ugly will report such arrests within 24 hours to the Protestors and provide the Protestors with copies of arrest reports.
5. Should any disturbance occur inside or outside the Building where a patron or certain patrons are required to leave the Building or the area (hereinafter the "Disruptive Patrons"), Coyote Ugly personnel/staff shall escort any and all other patrons who request assistance, because they fear that they could be hurt or harmed by the Disruptive Patrons (hereinafter the "Concerned Patrons"), to their vehicles, the nearest Metro, or to a taxi, as may be appropriate and/or otherwise take such other measures as deemed appropriate under the circumstances, including but not limited to contacting the police, to see that the Concerned Patrons exit the Building and the environs safely without being hurt or harmed and so that there is no additional disturbance outside of the Building when they exit.
6. If in the opinion of the D.C. Metropolitan Police Department (DCMPD) the operation of Coyote Ugly has caused, is the cause of, or is contributing to, additional crime or criminal activities in the neighborhood then Coyote Ugly shall either make the changes to its operations that in the opinion of the DCMPD are required or necessary to ameliorate the additional crime and/or criminal activities or Coyote Ugly shall provide to the D.C. Metropolitan Police Department (DCMPD) funds sufficient to provide police presence for adequate traffic and safety patrols for 6<sup>th</sup> Streets between F and H Streets for its hours of operation after 9:00 pm until closing. The police presence necessary to maintain peace, order, and quiet and the costs shall be determined by the DCMPD from time-to-time and thereafter adjusted as considered necessary in the judgment of the DCMPD, and Coyote Ugly shall pay such costs monthly in advance on or before the 1<sup>st</sup> day of each month that it is open for business.
7. Coyote Ugly shall fully comply with all applicable noise regulations, guidelines and provisions in the D.C. Code. Notwithstanding the previous sentence, if noise from the establishment is a source of complaint by neighbors living and working near the Building, Coyote Ugly shall meet with the Protestors and the neighbors to agree upon steps to ameliorate the source of the unacceptable noise.

8. Prior to Coyote Ugly opening its business, the exterior windows of the Building shall be covered with exterior storm windows no less than 3/8 inches thick to minimize the potential impact of noise from inside the Building or the existing windows shall be replaced with glazing rated no less than STC-43 in laboratory testing. If required to comply with the municipal provisions, guidelines or regulations for noise and/or paragraph 7 above, Coyote Ugly shall insulate the exterior walls of the Building to reduce the noise levels to an acceptable level.
9. Coyote Ugly shall only be permitted to use the roof deck in accordance with this paragraph. The roof deck shall not be used for any purpose after 9:00 p.m. except that Coyote Ugly shall have the right to use the roof deck until 11:00 pm on the one evening of each year that the annual 4<sup>th</sup> of July is celebrated by the city with a fireworks display. There shall be no dancing, yelling, howling, or the use of microphones or loudspeakers on the roof deck at any time. Coyote Ugly shall not permit patrons using the roof deck to act in a manner that would be offensive to the neighbors in the nearby residences. Music played on the roof deck shall not be loud enough to be heard by the residents in the nearby residences. Lighting on the roof deck shall be installed so that it does not shine into the windows of the nearby residences. No flood-lights or spot-lights will be used on the roof top deck. Lighting on the roof top deck, other than emergency lighting required by DC code or regulation, shall be off no later than 9:30 pm.
10. Coyote Ugly shall not allow or encourage staff or patrons to remove any of their clothing, strip, or dance in such a manner as to suggest a "strip tease" style of dance. Coyote Ugly shall not allow, encourage or permit topless or nude activity of any kind by the staff or patrons. Nudity, partial nudity and undergarments shall not be utilized in any advertisement or display inside or outside the Building, except that braziers may be attached and hung from the ceilings inside the Building, provided that they cannot be seen in any way from outside the Building.
11. Coyote Ugly shall install lighting at the front, side and rear of the Building and in the Rear Alley so that these areas are well lighted for the safety of public and the Coyote Ugly patrons but in no event shall such lighting encroach onto adjacent properties or be installed in a manner to allow light to be directed into the windows above the first floor of the adjacent properties.
12. Coyote Ugly shall not allow the exterior of the Building to be used for or permit the installation of any advertising or signage on the Building that in the opinion of the Protestors suggests or could suggest that lewd or lascivious activities occur within the Building. Should the Protestors object to any such advertisement, signage, or decoration, Coyote Ugly shall remove the objectionable advertisement, signage or decoration and thereafter meet with the Protestors to obtain approval of acceptable advertisement, signage or decoration. Should Coyote Ugly and the Protestors be unable to agree on acceptable advertising, signage or decorations then a independent third party with an advanced degree in urban planning or urban design and not less than five years work experience in urban planning or design that is mutually agreed upon by the parties shall be retained at the cost of Coyote Ugly to arbitrate the dispute. The decision of the third party shall be binding in the matter. Failure by Coyote Ugly to remove the objectionable advertisement, signage or decoration until a mutually agreeable settlement is reached by the parties hereto shall constitute a breach of this Agreement. Also, the failure of Coyote Ugly to agree to the selection of a particular independent third party shall constitute a breach of this Agreement.
13. Coyote Ugly shall close no later than 2:00 AM on Sundays through Thursdays and 3:00 a.m. on Friday and Saturday. Coyote Ugly shall report any violations of these closing times to the Protestors. On Sunday through Thursday, no persons will be allowed entrance to the

establishment after 1:45 am, last call for alcohol service shall occur at 1:30 am and alcoholic services shall cease at 1:45 am. On Friday and Saturday, no persons shall be allowed entrance to the establishment after 2:45 am, last call for alcohol service shall occur at 2:30 am, and alcohol services shall cease at 2:45 am.

14. All personnel/staff of Coyote Ugly that serve alcohol shall be instructed not to serve alcohol to underage patrons and shall be trained to recognize the signs of intoxication. Alcohol shall not be served to any patron who is intoxicated or in danger of being intoxicated. Signage encouraging safe drinking and driving shall be visibly posted in the restrooms, entrances, and exits to the Building.
15. Coyote Ugly shall offer food service in addition to beverage service. Food service shall include at a minimum a full array of sandwiches in addition to snack foods such as pretzels, peanuts, chips.
16. Coyote Ugly shall immediately notify the Protestors of any change in operations or ownership. Coyote Ugly agrees not to make any change in ownership or operations that would cause a violation of the terms and conditions of this Agreement. Coyote Ugly agrees to meet with the Protestors not less than once every calendar quarter to discuss any suggestions or concerns that either Coyote Ugly or the Protestors have regarding this Agreement or Coyote Ugly's operations.
17. This Agreement shall be filed with the Alcohol and Beverage Regulatory Administration and be attached by the Alcohol and Beverage Control Board to the License requiring Coyote Ugly, as a condition of the License, to operate the business in accordance with the terms and conditions of this Agreement.
18. Coyote Ugly's failure to adhere to any of the terms, conditions or commitments of this Agreement shall be a breach of this Agreement and in the event of a breach by Coyote Ugly any of the Protestors may file to petition the Alcoholic Beverage Control Board for issuance of an order against Coyote Ugly to show cause pursuant to 23 DCMR 1513.5, and/or seek equitable or legal remedies resulting from or caused by the breach of this Agreement by Coyote Ugly.
19. Coyote Ugly shall file a written report with the Protestors by July 15th and January 15th of each year during its operations that summarizes its operations and the procedures to be followed to continue compliance with the terms and conditions of this Agreement. If the report includes information that in the reasonable judgment of the Protestors causes them to believe that Coyote Ugly is in violation or will violate the terms and conditions of this Agreement then Coyote Ugly shall meet with the Protestors to discuss the questions or concerns. Participation by the Protestors in such a meeting will in no way limit any of their rights and remedies under this Agreement.
20. A representative of Coyote Ugly shall attend 3/4ths of all meetings of the Pennsylvania Quarter Neighborhood Association and work in good faith with other businesses and residents of the neighborhood to make the neighborhood a peaceful, desirable, and safe area to live and work.
21. Coyote Ugly agrees to fully encourage its patrons to leave the Building in a peaceful, quiet and orderly manner that is respectful of the neighborhood. Coyote Ugly shall implement reasonable practices to inform patrons to be respectful of the residents and businesses in the area when they enter and exit the Building. Coyote Ugly shall operate in such a manner as to not have a deleterious impact on the neighborhood. If neighbors file a complaint about Coyote Ugly's operations with the Petitioners and the complaint is not a breach of this Agreement but in the reasonable judgment of the Protestors is causing a detrimental effect on the neighbors or neighborhood then Coyote Ugly shall meet with the Petitioners and while acting in good faith and

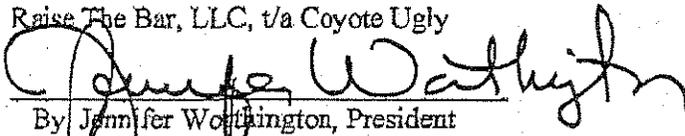
If to ANC 6C 09

Commissioner Charles A. Docter  
666 11th Street, N.W., Suite 1010  
Washington, DC 20001

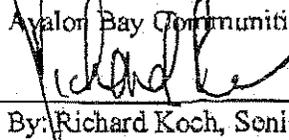
The address for notices shown above can be modified by any party as to that party by providing written notice to all parties to this Agreement. Said modifications shall be effective 30 days after delivery.

In witness thereof, the parties have affixed hereunto their hands and seals on the year and day first written above.

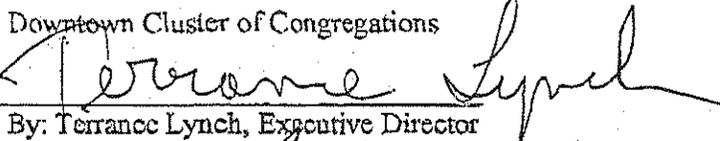
Raise The Bar, LLC, t/a Coyote Ugly

  
By: Jennifer Worthington, President

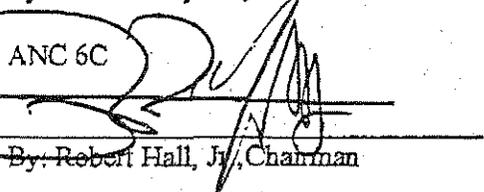
Avalon Bay Communities, Inc.

  
By: Richard Koch, Senior Development Director

Downtown Cluster of Congregations

  
By: Terrance Lynch, Executive Director

ANC 6C

  
By: Robert Hall, Jr., Chairman

ANC 6C 09

  
By: Charles A. Docter, Commissioner

using reasonable judgment under the circumstances try to find an acceptable solution to resolve the concerns of the neighbors.

22. This agreement shall be fully binding on all assignees or successors in interest to Coyote Ugly or the License.
23. Notices, reports or other material required to be served on the parties shall be provided by hand delivery or certified mail to the parties at the following addresses:

If to Coyote Ugly:

---

Manager Coyote Ugly  
717 6th Street, NW  
Washington, D.C. 20001-3703

with copies to:

Jennifer Worthington, President  
Raise The Bar, LLC, t/a Coyote Ugly  
Las Vegas, NA

Dimitri P. Mallios, Esquire  
Margolius, Mallios & Rider, LLP  
1828 L Street, NW -Suite 500  
Washington, D.C. 20036

If to Avalon Bay:

Richard Koch,  
Senior Development Director  
2900 Eisenhower Avenue  
Suite 300  
Alexandria, Virginia 22314

If to the Congregations:

Terrance Lynch,  
Executive Director  
Downtown Cluster of Congregations  
1313 New York Ave NW  
Washington, DC 20005

If to ANC 6C:

Commissioner Robert Hall, Jr.  
Chairman ANC 6C  
P.O. Box 77876  
Washington, D.C. 20013-7787



# ANC 6C 09

Commissioner Charles A. Docter

(Telephone)  
(202) 628-6200

801 Pennsylvania Ave., N.W.  
1101 Market Square, West  
Washington, DC 20004

(Facsimile)  
(202) 628-6445

(e-mail)  
cdd@bankruptcy-docter.com

September 23, 2003

BY FAX NO. 442-9563 AND MAIL

Fred Moosally, Esq.  
General Counsel  
Alcoholic Beverage Regulation Administration  
941 N. Capitol Street, N.E.  
7th Floor, Suite 7200  
Washington, DC 20002

Re: Application No. 50239, Raise the Bar, LLC  
T/A Coyote Ugly

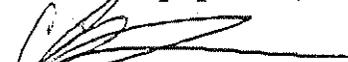
Dear Fred:

In accordance with our phone conversation yesterday, please find enclosed a signed original of the Voluntary Liquor Licensing Operating Agreement and a fax copy of letter dated September 17, 2003 from the Applicant ("the Letter"), in the above matter. The Letter explains the interlineation by the Applicant to Paragraph 2 of the Agreement. Please be advised that all parties to the Agreement accept the explanation in the Letter and are in full agreement with the terms of Paragraph 2, as described in the Letter.

We call your special attention to Paragraph 17 of the Agreement. I assume the continued Roll Call hearing scheduled for October 8 will be cancelled, in view of the enclosures. If not, please advise me.

With best wishes.

Sincerely yours,

  
Charles A. Docter  
Commissioner 6C 09

CAD:hm

cc: (w/encls.)

Dimitri Mallios, Esq.  
Richard Koch, Avalon Bay Communities, Inc.  
Terrance Lynch, Downtown Cluster of Congregations  
Robert Hall, Jr., Chairman ANC 6C  
Karen Wirt, Secretary ANC 6C

**Docter, Docter & Lynn, P.C.**

ATTORNEYS AT LAW

SUITE 1010

CHARLES A. DOCTER\*  
MARCIA K. DOCTER\*  
DAVID E. LYNN\*  
HENRY D. W. DOCTER\*\*

666 ELEVENTH STREET, N.W.  
WASHINGTON, D.C. 20001-4542

Telephone Number:  
(202) 628-6800  
Facsimile:  
(202) 628-5445

\*D.C. & MARYLAND  
\*\*MARYLAND

e-mail:  
docter@erols.com

TELECOPIER TRANSMITTAL COVER SHEET

DATE: September 23, 2003

CLIENT: ANC

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Fred Moosally, Esq. FAX NO: 442-9563

FROM: Charles A. Docter, Esq. NO. PAGES 8  
(INCLUDING COVER SHEET)

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE AT AREA CODE (202) 628-6800. TO TRANSMIT TO US, CALL AREA CODE (202) 628-5445.

MESSAGE:

**CONFIDENTIALITY NOTICE**

"WARNING: Unauthorized interception of this telephonic communication could be a violation of Federal and State law."

The documents accompanying this telecopy transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephoning us collect at 202 628-6800, to arrange for return of the original documents to us.

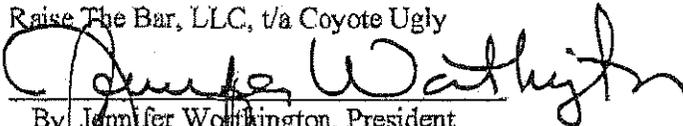
If to ANC 6C 09

Commissioner Charles A. Docter  
666 11th Street, N.W., Suite 1010  
Washington, DC 20001

The address for notices shown above can be modified by any party as to that party by providing written notice to all parties to this Agreement. Said modifications shall be effective 30 days after delivery.

In witness thereof, the parties have affixed hereunto their hands and seals on the year and day first written above.

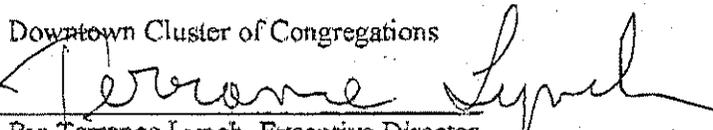
Raise The Bar, LLC, t/a Coyote Ugly

  
By: Jennifer Worthington, President

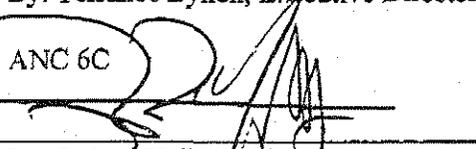
Avalon Bay Communities, Inc.

  
By: Richard Koch, Senior Development Director

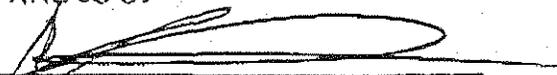
Downtown Cluster of Congregations

  
By: Terrance Lynch, Executive Director

ANC 6C

  
By: Robert Hall, Jr., Chairman

ANC 6C 09

  
By: Charles A. Docter, Commissioner

September 17, 2003

MEMORANDUM

To: Richard Koch, Senior Development Director  
Avalon Bay

Terrance Lynch, Executive Director  
Downtown Cluster of Congregations

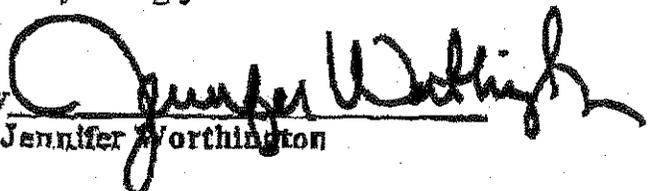
Robert Hall, Jr., Chairman  
ANC 6C

Charles A. Docter, Commissioner  
ANC 6C 09

Pursuant to your request, this letter is to clarify your question pertaining to paragraph 2 of the Voluntary Agreement. The second sentence of this paragraph, "Coyote Ugly personnel/staff shall escort patrons who requests such assistance to their vehicle, the nearest Metro, or to an available taxi", is still in full force and effect.

The addition "as needed on weekends" was intended to be inserted in the first sentence of the Agreement only to modify that sentence.

Raise the Bar, LLC  
t/a Coyote Ugly

By   
Jennifer Worthington



# ANC 6C 09

Commissioner Charles A. Docter

(Telephone)  
(202) 628-6800

801 Pennsylvania Ave., N.W.  
1101 Market Square, West  
Washington, DC 20004  
(e-mail)  
cd@bankruptcy-docter.com

(Facsimile)  
(202) 628-6445

September 23, 2003

BY FAX NO. 442-9563 AND MAIL

Fred Moosally, Esq.  
General Counsel  
Alcoholic Beverage Regulation Administration  
941 N. Capitol Street, N.E.  
7th Floor, Suite 7200  
Washington, DC 20002

Re: Application No. 50239, Raise the Bar, LLC  
T/A Coyote Ugly

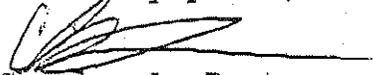
Dear Fred:

In accordance with our phone conversation yesterday, please find enclosed a signed original of the Voluntary Liquor Licensing Operating Agreement and a fax copy of letter dated September 17, 2003 from the Applicant ("the Letter"), in the above matter. The Letter explains the interlineation by the Applicant to Paragraph 2 of the Agreement. Please be advised that all parties to the Agreement accept the explanation in the Letter and are in full agreement with the terms of Paragraph 2, as described in the Letter.

We call your special attention to Paragraph 17 of the Agreement. I assume the continued Roll Call hearing scheduled for October 8 will be cancelled, in view of the enclosures. If not, please advise me.

With best wishes.

Sincerely yours,

  
Charles A. Docter  
Commissioner 6C 09

CAD:hm

cc: (w/encls.)

Dimitri Mallios, Esq.  
Richard Koch, Avalon Bay Communities, Inc.  
Terrance Lynch, Downtown Cluster of Congregations  
Robert Hall, Jr., Chairman ANC 6C  
Karen Wirt, Secretary ANC 6C

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

\_\_\_\_\_ )  
**In the Matter of :** )

Chinatown, Inc. )  
t/a The Rock )

Application for a Retailer's License )  
CT – substantial change )  
at premises )  
717 – 6<sup>th</sup> Street, N.W. )  
Washington, D.C. )  
\_\_\_\_\_ )

Case No. 34170-99017P

**Desmond P. Foynes, Protestant**

**Joe Englert, President, on behalf of Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair**  
**Vera Abbott, Member**  
**Allen Beach, Member**  
**Ellen Opper-Weiner, Esquire, Member**  
**Max Salas, Member**  
**Joseph Wright, Member**

**ORDER ON WITHDRAWN PROTEST**

The request to expand the licensed premises to include a sidewalk café with a seating capacity of 18, was protested. The matter came before the Board for public hearing on December 9, 1998, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestant to be heard. Desmond P. Foynes filed a timely protest letter dated November 24, 1998.

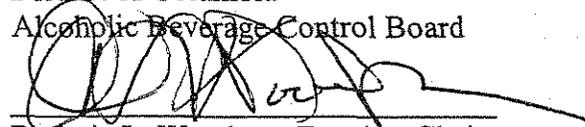
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated January 29, 1999, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending amendment to the application is conditioned.

Accordingly, it is this 29<sup>th</sup> day of September 1999, **ORDERED** that:

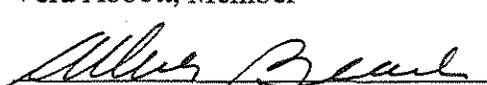
Chinatown, Inc.  
t/a The Rock  
Page two

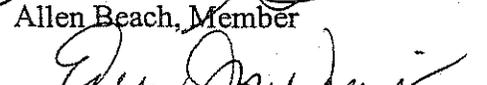
1. The protest of Desmond P. Foynes, be, and the same hereby, is **WITHDRAWN**;
2. The request of Chinatown, Inc. t/a The Rock to expand the licensed premises to include a sidewalk café with a seating capacity of 18 at premises 717 6<sup>th</sup> Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**; and,
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

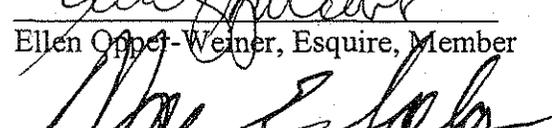
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

  
Vera Abbott, Member

  
Allen Beach, Member

  
Ellen Oppet-Weiner, Esquire, Member

  
Max Salas, Member

\_\_\_\_\_  
Joseph Wright

App No. ~~33816~~  
34170

AGREEMENT

AGREEMENT made this 29 day of January, 1999, by and between Chinatown, Inc., t/a The Rock (the Licensee) and Desmond P. Foynes (the Protestant).

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("the ABC Board") is Licensee's request for a substantial change, consisting of requesting permission to sell alcohol on a sidewalk cafe at premises 717 -6th Street, N.W., Case No. 34170-99107P; and

WHEREAS, Desmond Foynes has filed a letter in opposition to the granting of this request; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the business;

NOW, THEREFORE, the parties agree as follows:

1. Licensee will remove the green container and the gray dumpster from the alley on the side of the premises.
2. Licensee agrees that it will not use the alley for storage of trash, but will place the trash in the dumpster.
3. Licensee will not store beer kegs in the alley.
4. In consideration of, and in reliance upon the above, Protestant hereby withdraws his protest to the Licensee's request for a substantial change.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the day and year first above written.

PROTESTANT:

Desmond P. Foynes  
Desmond Foynes

APPLICANT: CHINATOWN, INC.

By Joseph Englert, President