

**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).

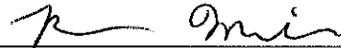
The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Brian A. Cohen, on behalf of ANC 3B, are signatories to the Amendment.

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

Accordingly, it is this 10<sup>th</sup> 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 The Protest of ANC 3B in this matter is hereby **WITHDRAWN**;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.

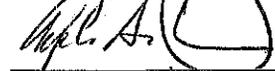
District of Columbia  
Alcoholic Beverage Control Board

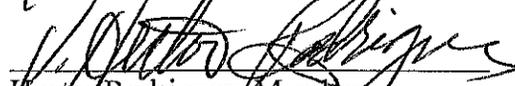
  
Ruthanne Miller, Chairperson

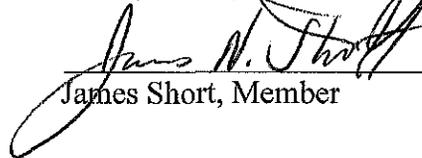
  
Nick Alberti, Member

  
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 14<sup>th</sup> 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

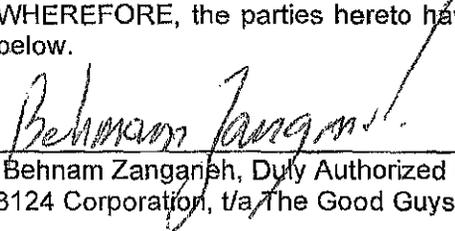
customer, provided that the performance is freely visible to other patrons. Further, if it appears that (1) or (2) above is about to happen (for example, if a licensed establishment within 2 miles files an application seeking permission for the referenced activity, or if a legislative or regulatory change 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:

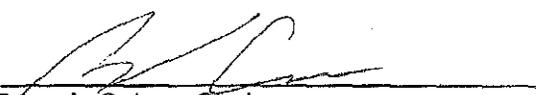
"Good Guys shall locate a security camera on or near the front of the premises to record the activity outside of the premises near the front entrance. The images recorded by said security camera will be made available to the District of Columbia Alcoholic Beverage Regulation Administration and/or the 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