

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Co-Chair Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6A of this Application.

Accordingly, it is this 17th day of September, 2015, **ORDERED** that:

1. The Application filed by Jumbo Liquors, Inc., t/a Jumbo Liquors, for renewal of its Retailer's Class A License, located at 1122 H Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 6(c) (Miscellaneous) – This Subsection shall be removed.

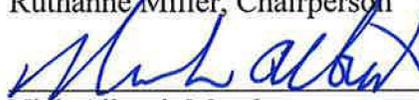
The parties have agreed to this modification.

4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 6A.

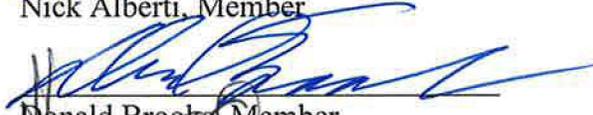
District of Columbia
Alcoholic Beverage Control Board



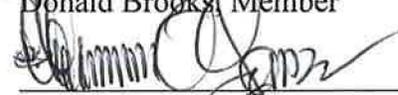
Ruthanne Miller, Chairperson



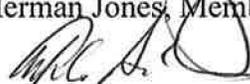
Nick Alberti, Member



Donald Brooks, Member

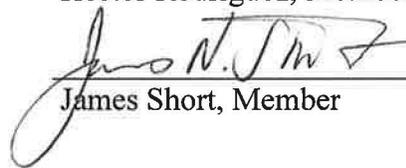


Herman Jones, Member



Mike Silverstein, Member

Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).



Made this 20th day of August, 2015

by and between

Jumbo Liquors, Inc. t/a Jumbo Liquors (ABRA #000420)
1122 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit the retail sale of beer, wine, and spirits for off-premises consumption, and Class B liquor licenses that permit the retail sale of beer and wine for off-premises consumption.

Applicant agrees to work regularly with 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.

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 "A" or Class "B" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and pedestrian-friendly.

The Parties Agree As Follows:

1. Requirements for Sale/Provision of Single Containers of Alcoholic Beverages.

- a. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of alcohol of 70 ounces or less.
- b. If all Class A and B licensees within 1,500 feet of the Applicant are permitted to sell individual containers of beer, malt liquor, or ale in single containers of alcohol of 70 ounces or less, paragraph 1(a) above will automatically be terminated.
- c. Applicant shall only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers of

Settlement Agreement between Jumbo Liquors and ANC6A

70 ounces or less with multiple-container packaging supplied by the manufacturers of two or more individual containers (example: 2-packs, 4-packs, 6-packs, 12-pack cases, etc.).

- d. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or fortified wine in a single container with a capacity of less than 375 ml.

2. Ban on Sale/Provision of Other Items.

- a. Single Cigarettes:
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
- b. "Go-cups":
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - ii. Per the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment."
- c. Products associated with illegal drug activity:
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
 - ii. These items are defined as cigarette rolling papers, pipes, needles, small bags, or any other items that may be regarded as drug paraphernalia.

3. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free conditions by:

- a. Picking up the trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
- b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
- c. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- d. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
- e. Promptly removing graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
- f. Requiring the owner and employees not to park on public space between the building and the curb.
- g. Not locating trash bins on public space without a valid space permit.

4. Signage/Loitering/Illegal Activity.

- a. Applicant will not directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
- b. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - i. The minimum age requirement for purchase of alcohol,
 - ii. The obligation of the patron to produce a valid identification document in order to purchase alcohol,
 - iii. Prohibitions against selling to minors,
 - iv. No panhandling, and
 - v. No loitering.

- c. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Posting a sign kept in good repair requesting customers to not contribute to panhandlers,
 - ii. Calling the Metropolitan Police Department if illegal activity is observed,
 - iii. Keeping a written record of dates and times (a "call log") when the MPD is called for assistance.
 - iv. Upon request of the Board, Applicant's call log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.
- d. Total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
- e. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

5. Regulations.

- a. In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.

6. Miscellaneous.

- a. Applicant shall not support the installation of pay phones outside of the establishment on its property.
- b. Applicant shall complete an alcoholic beverage server training course.
- c. Applicant will participate in a Business Improvement District program if one exists.

7. Enforcement.

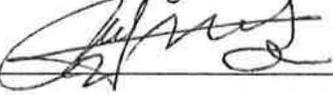
- a. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees shall immediately file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.
- b. Any previous Settlement Agreements entered into by the Applicant are superseded by entry of this Settlement Agreement.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Jumbo Liquors INC. Date: 8.21.15

Signature: 

Advisory Neighborhood Commission 6A Representative:

By: Jay Williams, Co-Chair, ANC 6A ABL Committee Date: 8/20/2015

Signature: 

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

In the Matter of:)

Jumbo Liquors, Inc.)
t/a Jumbo Liquors)

Application for a Retailer's Class)
A License - renewal)
at premises)

1122 H Street, N.E.)
Washington, D.C. 20002)

Case no. 2693-01/045P

Chon K. Chu, President, on behalf of Applicant.

Robert Pittman and Lisa Greene, Co-Presidents, on behalf of the Linden Neighborhood Association, Protestant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

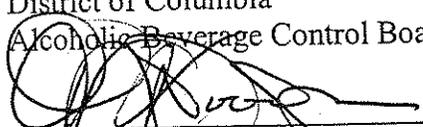
ORDER ON MOTION FOR RECONSIDERATION

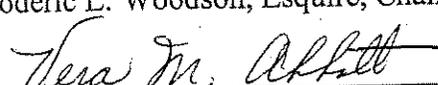
On August 20, 2001, the petitioners filed a Motion for Reconsideration, seeking relief from the Board's decision denying the association standing as a protestant against the above-referenced application. On September 5, 2001, having considered the motion and relevant documentation, and there being no response the Board denied the motion.

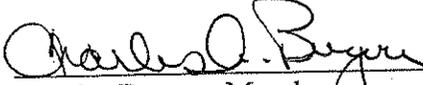
Accordingly, it is this 26th of September 2001, hereby **ORDERED** that the Motion for Reconsideration be, and the same hereby, is **DENIED**. Further, copies of the Order will be forwarded to the protestants, the Attorney for the Applicant and the Applicant.

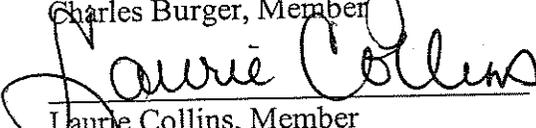
Jumbo Liquors, Inc.
t/a Jumbo Liquors
Page two

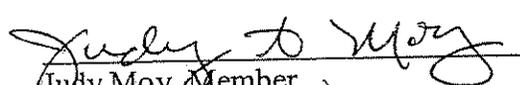
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair

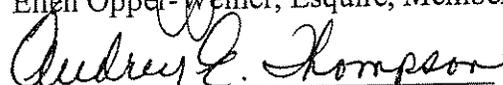

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

AGREEMENT

Made this 2nd day of July 1999 by and between Jumbo Liquors Inc. t/a
(the Applicant)
Advisory Neighborhood Commission 6A and Community Citizens Group
(the ANC)

WITNESSETH

WHEREAS, Applicant's application renewal for Retailers' Class A license for premises, 1122 H Street NE, ABC Application #2693, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board), and ,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance of a Retailers' Class A Liquor License at the subject premises; and,

WHEREAS, the parties agree that the sale of single containers of beer, of 40 ounces or less, is associated with alcoholism, the illegal public consumption of alcohol, which, in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and publicly costly trash and litter and,

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner, and,

WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia; and,

WHEREAS, the Applicant hereby certifies that it does not owe more than \$100 to the district of Columbia government as the result of any fine, fee, penalty interest or past due tax, or, if any amounts are owed, that arrangements satisfactory to the District of Columbia government have been made and are being performed by Applicant.

WHEREAS, applicant declares that ending the sale of all single containers of beer of 40 or fewer ounces (which Applicant declares make up approximately _____% of the Applicant's sales of alcoholic beverages) will result in financial hardship and will negatively affect the successful operation of the Applicants business unless other ABC establishments in the immediate vicinity similarly limit their sales of singles,

NOW, THEREFORE, the parties agree as follows:

1. Applicant will prohibit and prevent loitering and panhandling within 100 feet of the establishment by:
 - a. posting a "No Loitering/No Panhandling" sign on the outside of the establishment;
 - b. posting a sign inside requesting customers not to contribute to panhandlers;
 - c. asking loiterers to move on whenever they are observed outside the establishment;
 - d. calling the MPD to remove loiterers if they refuse applicant's request to move on;
 - e. keeping a written record of dates and times when the MPD is called for assistance; and
 - f. not installing an outdoor payphone on or adjacent to the establishment, and by opposing the efforts any other party to install and outdoor payphone on or adjacent to the establishment;
2. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:
 - a. picking up trash, including beverage bottles and cans, daily, or more often if needed.
 - b. Sweeping the outside of the establishment daily, or more often if needed.
3. Applicant will participate in an ABC Board-approved course in alcoholic beverage sales and file a certificate of successful completion with the ANC within 6 months of the date of this agreement.
4. Applicant agrees not to sell single containers of malt beer of 40 or fewer ounces (for consumption off the store's premises) effective July 28, 1999
5. In consideration of, and reliance upon, the commitments reflected in paragraph 1-4, the ANC and the Community Citizens Group hereby withdraws its opposition to the applicant's pending license application.

6. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would consult grounds for the ANC and the Community Citizens Group to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

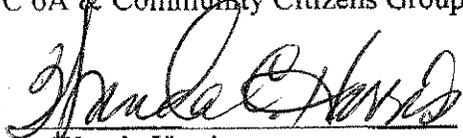
IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

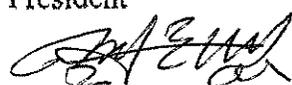
ANC 6A & Community Citizens Group

By: _____

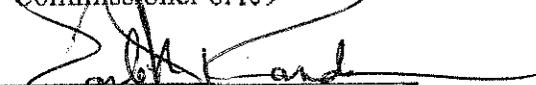
Chon Kyo Chu
President

By:  _____

Wanda Harris
Commissioner 6A09

By:  _____

Son Ho Chu
Vice President & Treasurer

By:  _____

Earle Rands
Member of
Community Citizens Group

By: _____

Chin Hyong Chu
Secretary

Witnessed



Jeff Coudriet
Research Specialists
Committee on Consumer & Regulatory Affairs

July 2, 1999

Alcoholic Beverage Control Division
Department of Consumer and Regulatory Affairs
825 North Capitol Street N.E.
Washington, D.C.

Re: JUMBO LIQUORS, INC.
application/lic. #2693

Dear Ladies and Gentlemen:

Please be advised that an amendment is attached to the agreement between the applicant/Jumbo Liquor's and the ANC6A and the Community Citizen's Group.

Whereas,

Mr. Chon Kyu, President.
(is recovering from eye surgery in Korea)

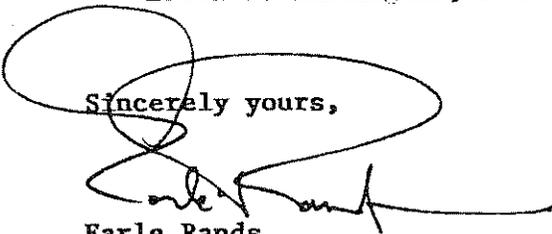
signature

Mr. Chin Hyong Chu, Secretary.
(is out of the country on his honeymoon)

signature

* BOTH PARTIES WILL SIGN AND AMEND THIS AGREEMENT ON THEIR RETURN TO WASHINGTON, D.C. AS SOON AS POSSIBLE.

Sincerely yours,


Earle Rands

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Advisory Neighborhood Commission 6A and Community Citizens Group
(the ANC)

WITNESSETH

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WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance of a Retailers' Class A Liquor License at the subject premises; and,

WHEREAS, the parties agree that the sale of single containers of beer, of 40 ounces or less, is associated with alcoholism, the illegal public consumption of alcohol, which, in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and publicly costly trash and litter and,

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner, and,

WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia; and,

WHEREAS, the Applicant hereby certifies that it does not owe more than \$100 to the district of Columbia government as the result of any fine, fee, penalty interest or past due tax, or, if any amounts are owed, that arrangements satisfactory to the District of Columbia government have been made and are being performed by Applicant.

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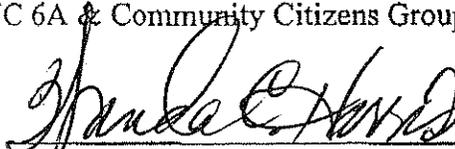
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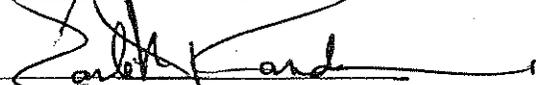
APPLICANT:

ANC 6A & Community Citizens Group

By: _____
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President

By: 
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Commissioner 6A09

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Vice President & Treasurer

By: 
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Member of
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Witnessed


Jeff Coudriet
Research Specialists
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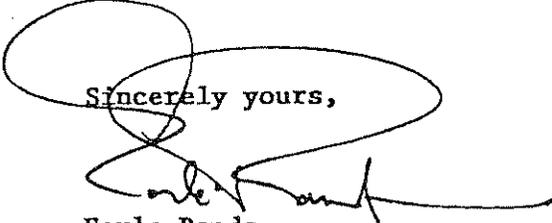
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