

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

In the Matter of:)

David & Cindy, Inc.)
t/a Samber Food Store)

Application for a Retailer's Class)
B License)
at premises)
3243 Mt. Pleasant Street, N.W.)
Washington, D.C.)

) Application no. 8384

BEFORE: 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

ORDER ON VOLUNTARY AGREEMENT

The licensee, the Mount Pleasant Neighborhood Alliance (MPNA), and the Advisory Neighborhood Commission (ANC) 1E entered into an agreement on October 17, 2001. The agreement is one of several voluntary agreements between ABC establishments in the Mt. Pleasant area, MPNA and ANC 1E. The Board approved the license application conditioned on the applicant's compliance with the terms of the voluntary agreement, and incorporated the text of the same into the Order dated February 14, 2001.

On October 3, 2001, the Board held a fact finding on these voluntary agreements, focusing on the prohibition on the sale of single beers. On October 24, 2001, the Board took the matter under advisement and rendered its decision to continue the prohibition on the sale of single beers for one (1) year.

Accordingly, it is this 21st day of November 2001, **ORDERED** that:

- 1) The existing voluntary agreement containing the provision prohibiting the sale of single beers, be, and the same hereby, is **CONTINUED** for one (1) year between the parties; and

David & Cindy, Inc.
t/a Samber Food Store
Page two

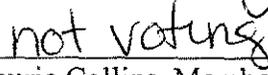
- 2) The Board shall hold a fact finding hearing prior to the expiration of the restriction to determine whether to extend or eliminate the prohibition on single sales;
- 3) The permanent restriction prohibiting the licensee from selling alcoholic beverages prior to 9:30 a.m. shall remain in place; and
- 4) Copies of this Order shall be sent to the licensee, the Mount Pleasant Neighborhood Alliance and ANC 1E.

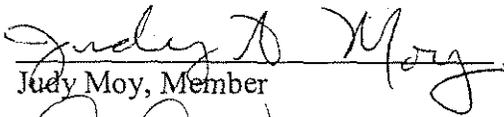
District of Columbia
Alcoholic Beverage Control Board

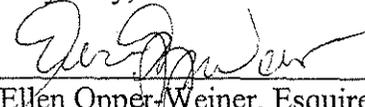

Roderic L. Woodson, Esquire, Chair

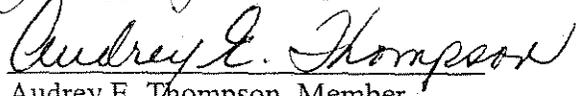

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

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

In the Matter of:

David & Cindy, Inc.
t/a Samber Food Store

Case No. 8384-00029P

Application for a Retailer's License
B – renewal
at premises
3243 Mt. Pleasant Street NW
Washington, D. C.

Laurie Collins, President, Mt. Pleasant Neighborhood Alliance (MPNA), and Bill Mosley, Chair, Advisory Neighborhood Commission (ANC) IE, Protestants

Kyoung Hwang, President, on behalf of the David and Cindy, Inc., Applicant

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

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board for public hearing on April 19, 2000, in accordance with D. C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Laurie Collins, president, on behalf of the Mount Pleasant Neighborhood Association (MPNA), and Bill Mosley, chair, on behalf of the Advisory Neighborhood Commission (ANC) IE, filed timely protest letters, dated February 21, 2000 and March 8, 2000, respectively.

David & Cindy, Inc.
t/a Samber Food Store
Page two

The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated October 17, 2000, the Protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

Accordingly, it is this 14TH day of February 2001, **ORDERED** that:

1. The protests of ANC IE and MPNA be, and the same hereby, are **WITHDRAWN**;
2. The above- referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of David & Cindy, Inc. t/a Samber Food Store , for a retailer's class B renewal license at premises 3243 Mt. Pleasant Street NW, Washington, D.C., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

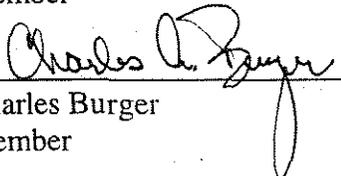
DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD



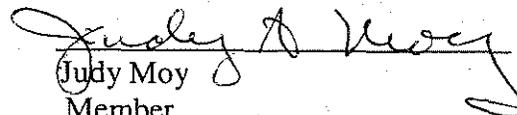
Roderic L. Woodson, Esquire
Chair



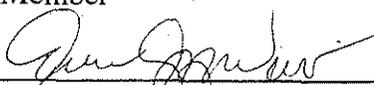
Vera Abbott
Member



Charles Burger
Member



Judy Moy
Member



Ellen Opper-Weiner, Esquire
Member



Audrey E. Thompson
Member

David & Cindy, Inc.
VOLUNTARY AGREEMENT BETWEEN t/2 SAMBER FOOD STORE,
THE MOUNT PLEASANT ADVISORY NEIGHBORHOOD COMMISSION, AND THE
MOUNT PLEASANT NEIGHBORHOOD ALLIANCE

Whereas, David & Cindy, Inc. t/2 Samber Food Store ("Licensee") has applied for renewal of an ABC Class B license for the premises located at 3243 Mt. Pleasant Street, N.W., Washington, D.C., Case No. 8384-00029P; and

Whereas, the Mount Pleasant Advisory Neighborhood Commission ("ANC 1E") and the Mount Pleasant Neighborhood Alliance (MPNA) have filed a protest to the renewal of the license: and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee, ANC 1E, and MPNA.

Now, therefore, in consideration of the agreements set forth herein, ANC 1E and MPNA agree to withdraw its protest and Licensee agrees to comply with the terms of the agreement as set forth hereinafter.

Further, all the parties agree to participate in an on-going, structured process of consultation to identify and resolve problems. Protest of ABC Board actions is viewed as a last resort.

Upon acceptance by the ABC Board, this agreement supersedes and replaces all previous Voluntary Agreements previously entered into and attached to the license.

Licensee agrees:

- A. Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
- B. Licensee, its officers and employees, will cooperate with ANC 1E and MPNA to address any alleged violation of the laws and regulations referred to in Provision A above and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. Licensee, in cooperation with ANC 1E and MPNA, will support community organizations that seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.
- D. Licensee will participate in the Mount Pleasant business community in an effort to enlist wider business support for cleaner streets and sidewalks, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts

D. (cont.)

to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role includes, but is not limited to, consultation with ANC 1E and MPNA when such participation and consultation are reasonably requested.

- E. Licensee will notify ANC 1E and MPNA of any application to transfer the license when filing such application with the Alcoholic Beverage Control Board.
- F. Licensee agrees to maintain trash, garbage and recycling material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least three times per week, and only during the hours between 9:00 AM and 9:00 PM. Where the Licensee does not control the trash collection, the ANC and Licensee will work with the landlord to establish appropriate hours for pickup.
- G. Licensee will take reasonable measures to assure that that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in Section 720.2 of the ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- H. Licensee will discourage loitering in front and rear of the establishment, and will cooperate with the Metropolitan Police to enforce this policy.
- I. Licensee will post signs in the establishment in both English and Spanish informing patrons that drinking in public is illegal and subject to possible fine or imprisonment, and that no sales will be made to minors, intoxicated persons, or persons accompanying such persons.
- J. Licensee agrees to work cooperatively, with ANC 1E and MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.
- K. Licensee will not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the

K. (cont.)

Metropolitan Police 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.

- L. Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.
- M. Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.
- N. Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages. "
- O. Licensee will assure that all alcoholic beverage sales staff receives appropriate training in the sale and handling of alcoholic beverages. Licensee will also assure that the ABC Board-approved manager or approved corporate officer on duty in the establishment has received training of the type offered by TIPS, and is displaying identification as an ABC approved manager.
- P. Licensee will comply with DC law and regulation concerning advertising and signage, including historic preservation regulations and guidelines.
- Q. Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.
- R. Licensee will meet quarterly with a representative of ANC 1E and MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by ANC 1E and MPNA.
- S. Licensee will support ANC 1E and MPNA in its efforts with the Metropolitan Police and Emergency Medical Service personnel to establish and carry out an "interdiction" program to identify persons of notoriously intemperate habits and assure that licensees refrain from selling alcoholic beverages to such persons.
- T. Licensee will not sell alcoholic beverages of any kind before 9:30 AM.

- U. For a period of one year, from November 14, 2000 up through and including November 14, 2001, or running for a period of one year from the date from which Lee Irving Liquor refrains from selling beer or malt liquor pursuant to a voluntary agreement executed by Lee Irving Liquor with MPNA and ANC 1E, whichever is sooner, Licensee shall not sell beer or malt liquor in single containers of any size. On or about forty-five days prior to expiration of the one year prohibition on single sales set forth herein, all parties to this Agreement shall jointly petition the ABC Board for a fact-finding hearing concerning the effect this prohibition on single sales has had with respect to issues in the neighborhood involving peace, order and quiet, trash, loitering and service to intoxicated or intemperate persons. As a result of such hearing, the Board shall determine whether to extend or eliminate the prohibition on single sales by Licensee.
- V. This Voluntary Agreement will be posted in the licensee's establishment along with the license granted by the Alcoholic Beverage Control Board.

ANC 1E and MPNA agree:

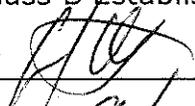
1. ANC 1E and MPNA will support renewal of the Licensee's ABC license in consideration of agreement to these provisions.
2. ANC 1E and MPNA will work with the Metropolitan Police to assure protection of licensee against any action by any patron denied service.
3. ANC 1E and MPNA will work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in the Commission's jurisdiction.
4. ANC 1E and MPNA will provide the signs referred to in Provision I, above.
5. ANC 1E and MPNA will meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern.
6. MPNA and ANC 1E shall promptly approach Lee Irving Liquor in an effort to obtain its agreement to abide by the single sale prohibition set forth in paragraph U above. If MPNA and ANC 1E are unable to obtain agreement from Lee Irving to restrict its sales upon the same terms as provided for herein, MPNA and ANC 1E shall within thirty days file a Motion Seeking an Order to Show Cause before the ABC Board in an effort to cause Lee Irving Liquors to agree to such provision or cause the revocation of its license. MPNA and ANC 1E shall work in good faith to obtain voluntary agreements with all other

6. (cont.)

Class A and B stores in the Mount Pleasant Area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the hour and single sale restrictions set forth herein.

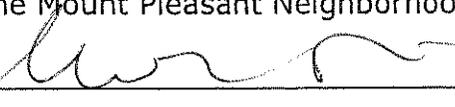
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

For Class B Establishment:



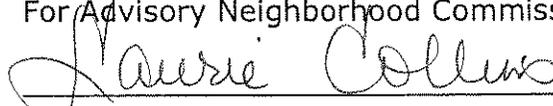
Date: 9/21/00

For the Mount Pleasant Neighborhood Alliance:



Date: 17-Oct-2000

For Advisory Neighborhood Commission 1E:



Date: 10-17-00

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

In the Matters of:

Assad, Inc.,
t/a Mt. Pleasant Deli
3068 Mt. Pleasant Street, N.W.

and

Black Associates, Inc.,
t/a Argyle Convenience Store
3220 17th Street, N.W.

and

E & C Foods, Inc.,
t/a Bestway Supermarket
3178 Mt. Pleasant Street, N.W.

and

Myungjoon, Inc.,
t/a Los Primos
3170 Mt. Pleasant Street, N.W.

and

David & Cindy, Inc.,
t/a Samber Food Store
3243 Mt. Pleasant Street, N.W.

and

Viviana, Inc.,
t/a Super Saver Market
3162 Mt. Pleasant Street, N.W.

**Holder's of Retailer's
Class B Licenses**

**License Numbers: 60777, 9593, 77728,
76413, 24753, 76894**

**CONSOLIDATED ORDER
NUMBER: 2009-236**

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member

Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

**CONSOLIDATED ORDER REMOVING ADVISORY NEIGHBORHOOD
COMMISSION (“ANC”) 1D (FORMERLY “1E”) FROM THE ABOVE-
CAPTIONED VOLUNTARY AGREEMENTS**

The above-captioned Licensees all have Voluntary Agreements as part of their Alcoholic Beverage Licenses which include the Advisory Neighborhood Commission (“ANC”) which, at the time that these Voluntary Agreements were submitted, was ANC 1E and is now ANC 1D. *See Alcoholic Beverage Regulation Administration Licensing File Numbers 60777, 9593, 77728, 76413, 24753, and 76894.*

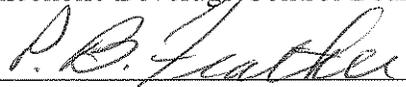
ANC 1D expressed its desire to the Alcoholic Beverage Control Board (the “Board”) to be removed as a party to each of these six Voluntary Agreements. *See ANC 1D Letter of Disavowal, attached.* ANC 1D, as part of this request, indicates that it does not consider these agreements to be necessary as they pertain to the ANC and the ANC agrees not to seek enforcement of any of the provisions. This request does not affect the other signatory to the agreements with these licensees, the Mount Pleasant Neighborhood Alliance, thus, the Voluntary Agreements will still remain in effect as part of the License for each of these establishments.

Accordingly the Board does hereby, on this 30th day of September, 2009,
REMOVE ANC 1D from the Voluntary Agreements pertaining to:

- 1) Assad, Inc., t/a Mt. Pleasant Deli – LICENSE # 60777
- 2) Black Associates, Inc., t/a Argyle Convenience Store – LICENSE # 9593
- 3) E & C Foods, Inc., t/a Bestway Supermarket – LICENSE # 77728
- 4) Myungjoon, Inc., t/a Los Primos – LICENSE # 76413
- 5) David & Cindy, Inc., t/a Samber Food Store – LICENSE # 24753
- 6) Viviana, Inc., t/a Super Saver Market – LICENSE # 76894

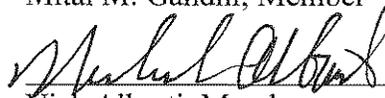
Copies of this Order shall be sent to each Licensee, ANC 1D, and the remaining signatory on the Voluntary Agreements, the Mount Pleasant Neighborhood Alliance.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member



Nick Alberti, Member

Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, Member

Jane Zara, 1D01 jjzara@aol.com	Mount Pleasant Advisory Neighborhood Commission	Gregg Edwards, 1D04 Vice Chair g@ge1.org
Oliver Tunda tunda21@hotmail.com	anc1D mount pleasant, dc	Dave Bosserman, 1D05 orilla@comcast.net
Jack McKay, 1D03 Secretary-Treasurer jack.mckay@verizon.net	P.O. Box 43529, Washington, DC 20010 Tel: 234-6646 Web: www.anc1d.org e-mail: anc1d@googlegroups.com	Angelia Scott, 1D06 Chair pastorascott@yahoo.com

Disavowing ANC1D support for voluntary agreements

Resolved, that ANC1D advises the District ABC Board that it disavows any ANC support for the voluntary agreements attached to the liquor licenses listed here, and coming due for renewal.

Why: voluntary (cooperative) agreements should not continue in perpetuity without review or change, but ought to be actively reviewed at intervals, in order to adapt to changing conditions. The agreements cited here were signed a decade ago, and there have been great changes in the neighborhood, and in this ANC. We do not consider these agreements to be appropriate or necessary today, and ANC1D will not call for the enforcement of any of their provisions. Hence, from this point forward, the ANC (1E at that time, 1D today) should not be considered a party to these agreements.

License #ABRA-060777 Assad, Inc. Mt Pleasant Delicatessen Class Retailer B 3068 Mt Pleasant St NW	License #ABRA-076413 Myungjoon, Inc. Los Primos Class Retailer B 3170 MT PLEASANT STREET NW
License #ABRA-009593 Black Associates, Inc. Argyle Convenient Store Class Retailer B 3220 17TH STREET NW	License #ABRA-024753 David & Cindy Incorporated Samber Food Store Class Retailer B 3243 MT PLEASANT STREET NW
License #ABRA-077728 E&C Foods, Inc. Bestway Supermarket Class Retailer B 3178 MT PLEASANT STREET NW	License #ABRA-076894 Viviana Incorporated Super Saver Market Class Retailer B 3162 MT PLEASANT STREET NW

Passed by 4 to 0 vote at the legally noticed, public meeting of ANC1D on December 2, 2008, with a quorum present. Voting "yes": Commissioners Zara, Tunda, McKay, Bosserman. Abstaining: Commissioner Edwards.