

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

**In the Matter of:** )  
 )  
Elisa Alabama, Inc. )  
t/a Alabama Convenience )  
 )  
Applicant for a Renewal of a )  
Retailer's Class B )  
 )  
at premises )  
2209 Alabama Avenue, S.E. )  
Washington, D.C. 20020 )  
\_\_\_\_\_ )

Case No. 14-PRO-00086  
License No. ABRA-080896  
Order No. 2015-018

Elisa Alabama, Inc., t/a Alabama Convenience (Applicant)

Anthony Muhammad, Chairperson, Advisory Neighborhood Commission (ANC) 8E

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST OF ANC 8E**

The Application filed by Elisa Alabama, Inc., t/a Alabama Convenience (Applicant), for renewal of its Retailer's Class B License, was protested; however, a Roll Call Hearing scheduled for December 1, 2014, was not held, because the Parties submitted a Settlement Agreement the date of the hearing.

The official records of the Board reflect that the Applicant and ANC 8E, have entered into a Settlement Agreement (Agreement), dated November 30, 2014, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Anthony Muhammad, on behalf of ANC 8E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8E.

Accordingly, it is this 14<sup>th</sup> day of January, 2015, **ORDERED** that:

1. The Application filed by Elisa Alabama, Inc., t/a Alabama Convenience, for renewal of its Retailer's Class B License, located at 2209 Alabama Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8E in this matter is hereby **WITHDRAWN**;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 modifications:

Section 3 – This Section shall be removed.

Section 7 – This Section shall be removed.

Section 10 – The following language shall be modified to read as follows: “The Licensee will take all reasonable precautions to discourage or prevent loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post “No Loitering” signs in a prominent place on the exterior of its establishment.”

Section 19 – The following language shall be removed: “...agrees to respond within 14 business days to any written complaint...”

Section 23 – The following language shall be modified to read as follows: “This agreement may be modified, supersede or void upon written and signed agreement of all parties or by one party with ABC Board approval.”

Second paragraph towards the end of the Agreement – The following language shall be modified to read as follows: “Violation of this Settlement Agreement by the Licensee or the Licensee's failure to implement measures called for in the Settlement Agreement shall be considered just cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

Last paragraph of the Agreement – The last sentence shall be removed.

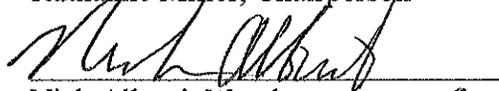
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 8E.

District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



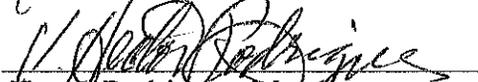
Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected 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 14<sup>th</sup> 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).

Settlement Agreement  
between  
Advisory Neighborhood Commission 8E (ANC) 4: 46  
And  
Elisa Alabama Inc. LLC t/a Alabama Convenience  
(Licensee Trading as)

2209 Alabama Ave. S.E.  
(Address)

#080896  
(Retailer's Class B & License number)

**Whereas**, the Licensee has applied to renew an Alcoholic Beverage Control Retailer's Class B license for the business and location named above, and

**Whereas**, the Licensee and ANC 8E have discussed the concerns of the community and have reached an understanding the relating to the operation of the ABC licensed establishment as well as the level of cooperation that shall exist between the Licensee and the community.

**Now, Therefore, the Licensee agrees to the following:**

1. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class B license by which this Settlement Agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
2. The Licensee will not sale drug paraphernalia or sale single or loose cigarettes will not be sole. The Licensee will not sell any drug paraphernalia or specified items that can assist in drug use:
  - A.Cigarette rolling paper: cocaine freebase kit
  - B.Pipes of any kind (i.e. metal, wooden, acrylic, glass, stone, plastic or ceramic) spoons, marijuana bongs, roach clips, cigar screens
  - C.Individual *Brillo* (other brand names) pads, scouring pads or steel wool that are not contained in tagged manufactured packaging
  - D.Small plastic zip lock or jewelry bags less than 3/4" in size
  - E.Single or loose cigarettes
  - F.Single/individual razor blades that are not contained in tagged manufactured packaging
  - G.Blunt papers, blunt wrappers and tobacco leaves or K2, skittles
  - H.Small bags of ice, "to-go-cups"
  - I. Paper or plastic individual cups
3. The Licensee will sell two containers of beer or more of wine in clear/transparent, "see through" or black plastic bags. In addition the Licensee will take all reasonable

precautions to provide brown paper bags or dark color plastic bags with the sell of two containers of any type of alcoholic beverage.

4.The Licensee will not sell alcoholic beverages before or after ABC regulated hours.

5.The Licensee will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter, (a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987, effective October 9, 1987 (D.C. Law 7-38:23 DCMR 720).

6. The Licensee will keep the inside of the store free of debris and trash.

7.

8.The Licensee will not display any promotional signs, banners, and inflatable devises advertising beer, wine, alcoholic beverages and/or tobacco products on the exterior of property used by the Licensee.

9.The Licensee will promptly (within 10 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.

10.The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "No Loitering" signs in a prominent place on the exterior of its establishment.

13. The Licensee will not sell or deliver alcohol beverages to any person under the age of 21. In addition, the Licensee will post a warning sign that states it is illegal

for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.

14.The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.

15.The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that is being made to buy alcohol for that person who has been denied .

16.The Licensee will take no action to cause any public telephones to be installed in the area outside its premises, and to take all action within its power to cause the existing telephones stand to be removed.

17.The Licensee will install and properly maintain at least one surveillance camera inside

and outside of the property used by the Licensee to conduct business.

18. The Licensee Will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee to conduct business. In addition the Licensee will continuously monitor sidewalks its establishment, attempt to dispatch any persons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those persons fail to disperse.

19. The Licensee agrees to work with the community to resolve problems that brought to the attention of the Licensee. Specifically the Licensee agrees to respond within 14 days business days to any written complaint that is received from the ANC 8E and further agrees to document its reasonable efforts to respond to such written complaint.

20. The Licensee agrees and assures that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcoholic beverages and tobacco products in any form.

21. The Licensee agrees to have a copy of this Settlement Agreement available upon request at the location of the business.

22. In the event any provision of this Settlement Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Settlement Agreement so as not to cause the invalidity or unenforceability of the remainder of this Settlement Agreement. All remaining provisions of this Settlement Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.

23. This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Settlement Agreement contained herein.

24. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Settlement Agreement. The terms and conditions of this entire Settlement Agreement are agreed and understood by the Licensee and the community of ANC 8E.

25. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8E Business Community (gas stations, deli's, vendors and Liquor Stores).

26. The Licensee acknowledges the provisions of this Settlement Agreement will be fully enforced by the effective date.

27. The Licensee will store and refrigerate all beer, wine and other alcoholic beverages on a separate aisle from all other groceries within the establishment.

The provisions of this Settlement Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Settlement Agreement by the Licensee or the Licensee's failure to implement measures called for in the Settlement Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Settlement Agreement. Upon a determination that the licensee has violated the Settlement Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D.C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control ,litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as more fully set forth in Sections 4, 5, 6, 9, 11, 16, and 17. ANC 8E agree to provide written notice to Licensee and the opportunity to correct same to initiating a "show cause" hearing for such violation; provide however that no more than two notice shall be required in any 12 month period and, provide further that no other notice shall be deemed necessary for subsequent willful violations.

Ho Jin Om Licensee's Name

Licensee's Trade Name

11/30/14 Date

ANC 8E Name (Print)  
J. Muhammad  
ANC 8E (Signature)

Licensee's Signature  
Ho Jin Om

Date