



The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Nancy E. Roth, on behalf of ANC 4D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 4D of this Application.

Accordingly, it is this 8th day of April, 2015, **ORDERED** that:

1. The Application filed by YD Progress, LLC, t/a Lucky Corner Store, for renewal of its Retailer's Class B License, located at 5433 Georgia Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 4D in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and ANC 4D.

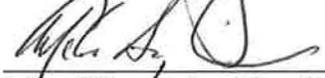
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

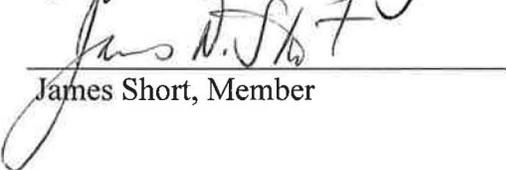
Nick Alberti, Member

  
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

This Settlement Agreement ("Settlement Agreement") is made and entered into by and between YD Progress, LLC t/a Lucky Corner Store ("Applicant") and ANC 4D, which filed a letter protesting the renewal of the ABRA license of the Applicant on November 21, 2014, as further described herein below ("Protestants").

**WHEREAS**, the Applicant has filed an application for renewal of its Retail Class B Retail license (ABRA-093115) with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") issued for the premises located at 5335 Georgia Avenue, NW, Washington, D. C.;

**WHEREAS**, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiated agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the renewal of the ABC license and withdraw their protests provided that such agreement is incorporated into the Board's order renewing the license;

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties respectively hereto agree as follows:

1. Suppression of Noise, Rowdiness, and Harassing Activities Outside the Establishment.

- A. Applicant agrees that it shall take measures to reduce or limit noise from patrons exiting the Establishment, and to limit or reduce the loitering of patrons and public outside the Establishment, by using cameras to monitor the exterior of the premises, and calling police for excessive noise and/or offensive behavior.
- B. Applicant shall discourage loitering in front, side and back of the Establishment by posting signs asking people not to loiter near the premises.
- C. This paragraph is intended to protect the peace and quiet of the neighborhood.

2. Litter and Debris Removal. Applicant shall endeavor to keep its entire property, including front sidewalk, side, and back area, clean and free of litter, bottles and other debris in compliance with District of Columbia Code and Municipal Regulations. Applicant shall take measures to ensure that these areas are cleaned each morning and Applicant shall police these areas sufficiently to ensure that refuse and other materials are promptly removed.

3. Informal Dispute Resolution. The parties agree that it is their respective best interests to mutually work together to resolve disputes, accordingly, in the event Protestants have a concern regarding the operation of the Establishment, prior to involving the ANC, ABRA, any District of Columbia agency or official, including but not limited to, law enforcement, or instituting proceedings under this Settlement Agreement, they shall first contact the Applicant or its counsel and meet and confer and negotiate in good faith to resolve said concern.

4. Withdrawal of Protest. Protestants agree to the renewal of the Applicant's license, the withdrawal of their protest, and the entry of an order allowing the renewal of Applicant's license, provided that this agreement is incorporated into the Board's order renewing the license.

5. Cure Provisions and Enforcement Before the ABC Board. In the event of an alleged violation by Applicant of this agreement, Applicant shall be given notice in writing by the representative of the Protestants alleging such violation and Applicant shall be given an opportunity to cure such violation within thirty (30) days thereafter before action against the Applicant on the basis of such violation may be taken, unless the violation is of such nature that immediate action is necessary, in which case the period for the opportunity of Applicant to cure shall be reduced to a reasonable time commensurate with the violation, but not less than ten (10) days.

6. Notice. Notices to be given under this agreement shall be in writing and shall be either hand delivered or given by certified mail, return receipt requested, and addressed as follows:

To Applicant: YD Progress, LLC t/a Lucky Corner Store  
5433 Georgia Avenue, NW  
Washington, D.C. 20011

To Protestants: Advisory Neighborhood Commission 4D  
Commissioner Nancy E. Roth, SMD 4D01  
1104 Jefferson Street, NW  
Washington, D.C. 20011

7. Representative of Protestants. If any party executing this Settlement Agreement on behalf of the Protestants ceases to act as the representative of the Protestants at any time while this agreement is in effect, said person shall immediately notify the ABC Board and the other parties to this agreement in writing. Further, said notice shall designate another member of the Protestants as the group's representative and shall include that designee's mailing address.

10. Execution in Counterparts. This Settlement Agreement may be executed by the parties in one or more counterparts, with each signed counterpart being deemed an original.

**IN WITNESS WHEREOF**, the parties execute this Agreement as follows:

Applicant: YD Progress, LLC t/a Lucky Corner Store  
5433 Georgia Avenue, NW  
Washington, DC 20011

Dated: 04/16/2015 By:   
Yosef Endale, Proprietor

Protestants: Advisory Neighborhood Commission 4D

Dated: April 16, 2015 By:   
Nancy E. Roth, ANC 4D01