

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

<b>In the Matter of:</b>	)	
	)	
Y.O.K., Inc.	)	
t/a Super Liquors	)	
	)	
Holder of a	)	License No. ABRA-079241
Retailer's Class A License	)	Order No. 2015-395
	)	
at premises	)	
1633 North Capitol Street, N.E.	)	
Washington, D.C. 20002	)	
	)	

Y.O.K., Inc., t/a Super Liquors (Licensee)

Teri Janine Quinn, Chairperson, Advisory Neighborhood Commission (ANC) 5E

**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**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Y.O.K., Inc., t/a Super Liquors (Licensee), and ANC 5E have entered into a Settlement Agreement (Agreement), dated May 31, 2015, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Teri Janine Quinn, on behalf of ANC 5E, are signatories to the Agreement.

Accordingly, it is this 20th day of August, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 5 – The following language shall be removed: “The paint color used to cover up graffiti shall be the same color as the rest of the building.”

Subsection 6(d) – The following language shall be modified to read as follows: “Keeping a written record of calls made to the MPD to report loitering which shall include, at minimum, the time and date of the call and the time MPD officers arrived to respond to the call and making that record available for inspection on request by the ABC Board.”

Section 16 – The following language shall be removed: “Any subsequent sales of alcohol to a person who has at any time been determined to have been a “straw-man” buyer will be deemed a willful violation of this Settlement Agreement.”

Section 17 – This Section shall be removed.

Section 19 – The following term shall be removed: “and assigns.”

Section 20 – The last sentence shall be modified to read as follows: “Any violation of any of the provisions of this Settlement Agreement shall be of great concern to the ANC and shall be considered just cause for the ANC to file a complaint with the ABC Board for enforcement of this Agreement.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 5E.

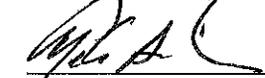
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

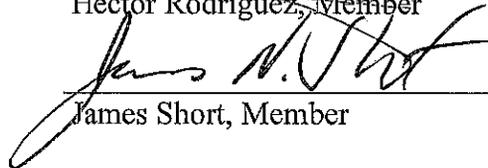
  
Nick Alberti, Member

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Donald Brooks, Member

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Herman Jones, Member

  
Mike Silverstein, Member

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Hector Rodríguez, 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**

**By and between**

### **Super Liquors and Advisory Neighborhood Commission 5E**

WHEREAS, Super Liquors (the licensee) has applied to the Alcoholic Beverages Regulatory Administration (ABRA) for the renewal of a Class A license, license # ABRA- 079241 to offer alcoholic beverages for sale at its place of business at 1633 N Capitol St NE, Washington DC 20002; and

WHEREAS, the store is physically located in Single Member District 5E04 and within the Eckington Neighborhood; and

WHEREAS, a significant number of residents in 5E04 have voiced concerns that the licensed establishment continually fails to take reasonable steps to correct objectionable, nuisance conditions on and about the licensed premises and on abutting public sidewalks from the premises. The following are everyday occurrences: disturbances of the peace, public drunkenness, drinking in public, harassment of passersby, gambling, loitering, and public urination; and

WHEREAS, a significant number of residents have voiced concerns about the exterior condition of the building, including peeling and deteriorating paint, which presents both a public health issue and negatively affects local property values; and

WHEREAS, the licensee recognizes its obligation to act responsibly as a good corporate citizen of the community in which it does business and to cooperate with ANC5E in ensuring that the immediate vicinity of the store is maintained in as safe and as sanitary a condition as possible;

NOW, THEREFORE, in consideration of the Licensee's commitment to fully comply with this Settlement Agreement, ANC5E agrees to withdraw its protest of the renewal of License Number ABRA-079241. Specifically the terms of this settlement agreement are as follows:

1. The Licensee will comply with all laws and regulations; in effect in the District of Columbia at the time of the signing of this settlement agreement or coming into effect at any time during the tenure of the Licensee's renewed license, governing the operations of Class A Retail licensed businesses.
2. The Licensee and its officers, employees and agents will cooperate with ANC5E, the Eckington Civic Association, and any appropriate District of Columbia enforcement agency, to take timely action to correct and remedy any alleged violations of the laws and regulations of the District of Columbia as soon as the Licensee, of its own accord or by notice from ANC5E or any agency of the District of Columbia, becomes aware that said violations have been observed.

3. The Licensee will not sell alcoholic beverages before or after Alcoholic Beverage Control (ABC) regulated hours.
4. To keep the public space surrounding its business free of litter, trash and debris the Licensee through its employees and/or agents, will conduct a litter check of its Immediate environs (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 business, whether part of the premises or not; including parking lots and portions of alleys, sidewalk, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business") no more than two hours after opening for business each day and every two hours during the day until closing. The licensee will conduct a litter check one final time before closing each day. The Licensee will remove and dispose of any litter, trash and debris that are found during its litter checks. The Licensee shall maintain trash containers that are locked from public use to prevent dumping on the environs. The Licensee shall engage in pest control in and around its premises.
5. The Licensee will maintain the exterior walls of the building to be free of peeling or deteriorating paint. The Licensee will promptly remove or paint over any graffiti written on the exterior walls of the store. The Licensee agrees to work with building owner to address the entire exterior of 1633 N Capitol Street NE, not simply the first floor, so that it is free of deteriorating paint and graffiti. The paint color used to cover up graffiti shall be the same color as the rest of the building.
6. The Licensee will take reasonable steps to prohibit and prevent loitering in front of the store. The steps shall include, at a minimum:
  - a. Posting of prominent "no loitering" signs on the exterior of the store.
  - b. Asking loiterers to move on when observed.
  - c. Calling the Metropolitan Police Department (MPD) immediately to report any loiterers who do not leave when asked or for whom the Licensee's employees do not feel safe in addressing.
  - d. Keeping a written record of calls made to the MPD to report loitering which shall include, at minimum, the time and date of the call and the time MPD officers arrived to respond to the call and making that record available for inspection on request by MPD or ANC5E or the Eckington Civic Association.
7. The 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 (alcoholic) beverages".
8. The licensee will not sell or provide miniature bags of ice to customers.

9. The licensee will not make single sales of beer, malt liquor or fortified wines. Similarly, the Licensee will not attempt to circumvent the spirit of this provision by re-packaging singles into two-packs or three-packs and will only sell alcoholic beverages in their original manufacturer's/ distributor's packaging. When selling alcoholic beverages other than beer, malt liquor and fortified wines that are originally packaged in single bottles, the Licensee will deliver such products to its customers in clear, transparent bags only.
10. The licensee will not sell 1) single cigarettes, 2) rolling papers, 3) crack bags or vials, or 4) any form of drug paraphernalia at the store.
11. The licensee will not advertise any alcoholic beverages or tobacco products on the exterior walls or windows of the store.
12. The Licensee will post signs, in English and Spanish, on the exterior walls of the store, advising the public that the Licensee will not sell alcoholic beverages to persons who are visibly intoxicated.
13. The Licensee will not sell or deliver any form of alcoholic beverage to any person whom MPD has advised the Licensee has a recent history of arrests for public intoxication or driving a motor vehicle while intoxicated or impaired ("recent history of arrests" being defined as two or more arrests within the most recent three year period).
14. The Licensee will require any person seeking to purchase alcoholic beverages, who to outward appearances appears to be under the age of 35, to produce photo identification proving that he or she is at least 21 years of age before the Licensee sells alcohol to such person.
15. The Licensee will not sell alcoholic beverages to "straw-man" buyers. For purposes of this provision, a "straw-man" is a person, male or female, who is not otherwise ineligible to purchase alcohol under D.C. law or the provisions of this Settlement Agreement but who the license has reason to believe is attempting to buy alcohol for a person or persons who is or are prohibited from buying alcohol by D.C. law or under provisions 12, 13, or 14 of this Settlement agreement.
16. Should the licensee, despite its best efforts to comply with Provision 15 of this Separation Agreement, learn that a customer to whom it sold alcohol was a "straw-man" buyer, the Licensee agrees that it will not sell alcoholic beverages to that "straw-man" buyer" again. Any subsequent sales of alcohol to a person who has at any time been determined to have been a "straw-man" buyer will be deemed a willful violation of this Settlement Agreement.
17. In the event the Licensee decides to sell, in whole, or in part, its interest in the business it operates out of the store, the Licensee will provide ANC5E with a written notice of its intention to sell at least ninety (90) days prior to the closing date of such sale. The

notice shall specify the proposed closing date of the sale and the name(s) and business address(es) of the buyer(s).

18. The licensee agrees to post a copy of this Settlement Agreement in a conspicuous place inside the store, alongside its ABC license.
19. Each of the provisions of this Settlement Agreement is binding of all of the Licensee's employees, officers, representatives and assigns.
20. If and when the renewal application for the Licensee's License Number ABRA-079241 is approved by ABRA, the provisions of this Settlement Agreement shall be deemed part of the conditions of the Licensee's ABC license and shall remain in force for so long as the license remains valid. Any violation of any of the provisions of this settlement Agreement shall be deemed a per se violation of the Licensee's ABC license and shall be considered just cause for the ABC Board to immediately suspend or revoke said license.

THE PARTIES HERETO INDICATE THEIR ACCEPTANCE OF THESE TERMS BY AFFIXING THEIR SIGNATURES BELOW ON THE DATES SO INDICATED:

For the license:

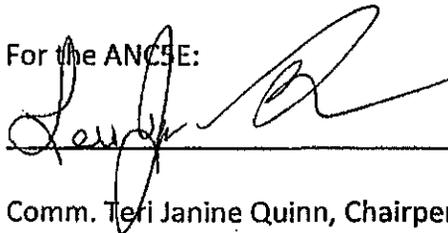
Y.O.K

Date: 05-27-15

Yeng Kam

Date: 05-27-15

For the ANCSE:



Date: 5/31/15

Comm. Teri Janine Quinn, Chairperson-ANCSE

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

**In the Matter of:** )  
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Y.O.K., Inc. )  
t/a Super Liquors )  
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Holder of a Retailer's )  
Class A License )  
 )  
at premises )  
1633 North Capitol Street, N.E. )  
Washington, D.C. 20002 )  
\_\_\_\_\_ )

License No. ABRA-079241

Order No. 2012-494

Y.O.K., Inc., t/a Super Liquors, Applicant

Ronnie Edwards, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)  
5C

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

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Y.O.K., Inc., t/a Super Liquors (Applicant), and ANC 5C have entered into a Voluntary Agreement (Agreement), dated June 19, 2012, 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 Ronnie Edwards, on behalf of ANC 5C, are signatories to the Agreement.

Accordingly, it is this 7<sup>th</sup> day of November, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreements 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 2 (D) (Renovation and Signage at Premises) – The following language shall be removed: “Licensee shall repaint the storefront to a non-high gloss color.”

Section 6 (Participation in ANC 5C Meetings) shall be removed.

Section 7 (License Ownership) – The following sentence shall be modified to read as follows: “Licensee agrees to abide by all ABC regulations regarding the ownership and transfer of the license.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC5C.

**Y.O.K., Inc.**  
**t/a Super Liquors**  
**License No. ABRA-079241**  
**Page 3**

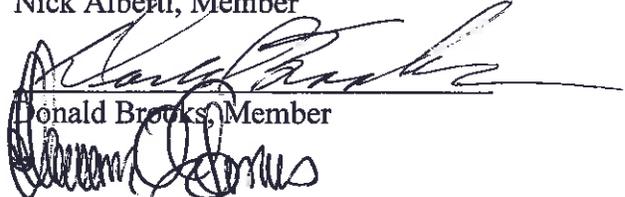
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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.

Agreement Between Super Liquors and  
Advisory Neighborhood Commission 5C

WHEREAS, Super Liquors (licensee) has applied for renewal of its retailer's license class A for premises located at 1633 North Capitol Street, NE, Washington, DC, 20002.

WHEREAS, the licensee and the Advisory Neighborhood Commission 5C (ANC 5C) have discussed the concerns of the community and have reached an understanding relating to the operation of the establishment cooperation between the licensee and ANC 5C.

NOW, THEREFORE, in consideration of the agreement by licensee set forth herein, the ANC 5C agrees to refrain from filing a protest to the renewal of the license and licensee agrees to comply fully with the terms of this voluntary agreement. Licensee agrees to :

1. **Comply with Law.** Licensee shall comply with all laws and regulations governing the operation of the market, including laws and regulations governing the Class A Retail license to which this agreement applies, as applied for and approved by the District of Columbia in the name of licensee.

2. **Conduct of Business Operations.**

A. **Cleanliness of Premises and Business Environment.** Licensee shall take all reasonable measures to assure that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R. Section-720.2 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." Licensee shall clean the sidewalk in front of its premises up to and including the curb, promptly have graffiti removed, remove trash from tree boxes in front of the premises and the alley behind the premises, by 10:00 am and once again within one hour before closing on days the establishment is open. Licensee shall engage in pest control in and around its premises.

Licensee shall 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 regularly.

B. **Loitering.** The parties recognize that loitering in and around the establishment has been a significant problem in the past, and that the peace, order and quiet of the

neighborhood will continue to be unreasonably affected if it is not reasonably controlled in the future. Licensee shall take all reasonable measures to discourage loitering within, in front and in the rear of the establishment. If the activities identified herein (or other action taken by licensee) fail to reasonably prevent loitering and drug sales on its premises, licensee may be required to hire a licensed security guard to prevent such illegal conduct.

**C. Alcohol Abuse Prevention.** Licensee shall not, directly or indirectly, knowingly sell or deliver 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 Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to licensee by the Metropolitan Police Department by giving a photo and name to licensee. Licensee shall 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. "Licensee shall 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. These specific sale restrictions shall be posted on signs in the establishment.

**D. Renovation and Signage at Premises.** Licensee shall not install signs on the front window so as to obstruct visibility into the establishment. Licensee shall repaint the storefront to a non-high gloss color. Licensee shall not advertise alcoholic beverages on the exterior walls of the establishment. Licensee shall generally maintain the property in commercially reasonable condition and promptly remove or paint over any graffiti written on the exterior walls of the establishment. Licensee shall apply for a grant from North Capitol Main Street to improve signage and awnings.

**3. Limitation on Non-Alcohol Retail Items.** Licensee shall not provide "go-cups" (as defined in DCMR Section 709.7) to customers. Licensee may sell disposable cups to customers only if they are in pre-packaged form containing no less than 12 cups. Licensee shall only sell or provide ice to customers in pre-packaged form containing no less than 5 pounds. Licensee shall not sell single cigarettes, cigarette rolling-paper, plastic bags smaller than sandwich size or in non-pre-packaged form, or any other form of drug paraphernalia.

**4. Cooperation with Community.** Licensee shall reasonably cooperate with the community in efforts to alleviate alcohol abuse problems; illegal drug activity and loitering

by, among other things, participating in community meetings and programs as the circumstances may warrant. Licensee shall reasonably cooperate with the community to improve the overall environment in and immediately around the establishment to make it a more pleasant, safe area for residents, customers and businesses.

5. **Restrictions of hours on Alcoholic Beverages Sales.** Licensee shall sell alcoholic beverages only between the hours of 9:00am and 10:00pm.
  
6. **Participation in ANC 5C Meetings.** In order to maintain an open dialogue with the community and cooperatively address and control any problems associated with its operations, license, upon reasonable notice from the ANC 5C, shall send a representative of the establishment to a meeting(s) to discuss and find ways to reasonably resolve such problems.
  
7. **License Ownership.** Licensee agrees to abide by all ABC regulations regarding the ownership and transfer of the license including, without limitation, providing at least (45) days legal notice of any proposed transfer or substantial change in operations to the ANC 5C.
  
8. **Binding effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of licensee.
  
9. **Notices.** In the event of a violation of the provisions of this Voluntary Agreement, licensee shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against licensee on the basis of such violation may be undertaken. A material violation of this licensee or its ABC license by licensee which has not been corrected after such thirty (30) days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid; or hand-delivered, to the other parties to this Agreement notice is deemed to be received upon mailing. Notice is to be given as follows:

(a) If to Licensee:

Y.O.K., Incorporated

Super Liquors

1633 North Capitol Street, NE

Washington, DC 20002

(b) If to ANC 5C:

Commissioner ANC 5C  
Advisory Neighborhood Commission 5C  
P. O. Box 26183  
Washington, DC 20001

Licensee may change the notice address listed above by written notice to the signatories hereto at the addresses listed below their signatures. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board.

The provisions of this Voluntary Agreement shall become part of the conditions of the ABRA license and shall remain in force upon renewal or transfer of the liquor license. Violations of the Voluntary Agreement by the Licensee, or the Licensee failure to implement the measures called for in this Voluntary Agreement, shall be just cause by the ABC Board to immediately suspend or revoke the liquor license of the establishment.

IN WITNESS WHEREAS, the parties have executed this agreement as of the date and year written below.

  
\_\_\_\_\_  
Super Liquors

6/19/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ronnie Edwards, Chairman ANC 5C

6-19-12  
\_\_\_\_\_  
Date