

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

**In the Matter of:** )

Hudai Yavalar )  
t/a Fresh Dairy )

Application for a Retailer's Class )  
B License (renewal) )  
at premises )  
1643 34<sup>th</sup> Street, N.W. )  
Washington, D.C. )

Case no. 5396-02/054P  
2002-254

Hudai Yavalar, Applicant

Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E,  
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

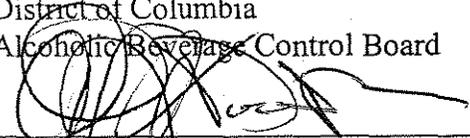
**ORDER ON WITHDRAWN OPPOSITION  
AND VOLUNTARY AGREEMENT**

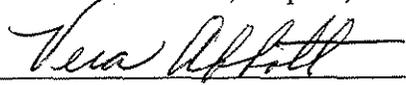
This matter came before the Board for approval on October 2, 2002. The signatories to the attached voluntary agreement dated August 28, 2002, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

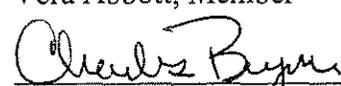
Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 30<sup>th</sup> day of October 2002, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATE** the text of the same into the Order.

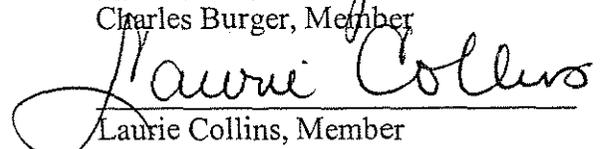
Hudai Yavalar  
t/a Fresh Dairy  
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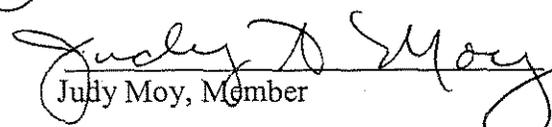
District of Columbia  
Alcoholic Beverage Control Board

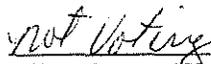
  
Roderic L. Woodson, Esquire, Chair

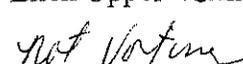
  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

# 5396

**AGREEMENT**

Advisory Neighborhood Commission 2E ("the ANC") and Hudai Yavalar, t/a Fresh Dairy or, subject to approval, Le Petit Corner Store ("Applicant"), agree as follows:

WHEREAS, the Applicant has applied for renewal of a Class "B" alcoholic beverage license for the property located at 1643 34th St. NW ("the establishment"), ABC application number 5396, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The hours of operation of the establishment are currently 7:00 am to 9:30 pm Monday through Thursday; 7:00 am to 10 pm Friday; 8 am to 10:30 pm Saturday; and 8 am-7 pm Sunday. Applicant may change the hours of operation within the limits allowed by law. However, in accordance with DC law, alcoholic beverages shall be made available only between the hours of 9:00 a.m. and 10:00 p.m.
2. Applicant shall sell alcoholic beverages only in prepackaged containers, and shall not sell in quantities of less than 24 oz. Beer shall be sold only in six-pack minimums.
3. Applicant shall erect no exterior signs or awnings, or interior signs visible from the exterior, without prior applicable old Georgetown Board, U.S. Commission of Fine Arts or D.C. Department of Consumer and Regulatory Affairs approval.
4. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any alleged violations left uncorrected may be referred by the ANC to the appropriate agency.
5. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the ANC shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.
6. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

Executed this 28<sup>th</sup> day of August, 2002

By: Hudai Yavalar  
Hudai Yavalar

By: Peter Pulsifer  
ADVISORY NEIGHBORHOOD COMMISSION 2E  
Peter Pulsifer, Chairman