

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

In the Matter of:)	
)	
Quang V. Le)	
t/a Le Liquors)	
)	
Holder of a)	License No. ABRA-090659
Retailer's Class A License)	Order No. 2014-307
)	
at premises)	
1776 Columbia Road, N.W.)	
Washington, D.C. 20009)	

Quang V. Le, t/a Le Liquors (Licensee)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Ernest Springs, President, Reed-Cooke Neighborhood Association (RCNA)

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

ORDER ON AMENDED SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Quang V. Le, t/a Le Liquors, (Licensee), and ANC 1C entered into a Voluntary Agreement, dated March 11, 2013, that governs the operation of the Licensee's establishment.

On July 21, 2014, the Licensee, ANC 1C and RCNA entered into an Amended Settlement Agreement (Agreement) 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 Licensee; Commissioner Ted Guthrie, on behalf of ANC 1C; and Ernest Springs, on behalf of RCNA, are signatories to the Agreement.

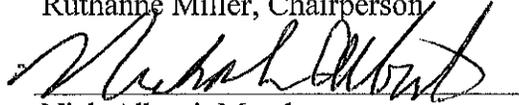
Accordingly, it is this 6th day of August, 2014, **ORDERED** that:

1. The above-referenced Amended Settlement Agreement, dated July 21, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Amended Settlement Agreement replaces and supersedes previous Voluntary Agreements between the Licensee and ANC 1C; and
3. Copies of this Order shall be sent to the Licensee, ANC 1C, and Ernest Springs, on behalf of RCNA.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



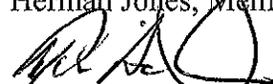
Nick Alberti, Member



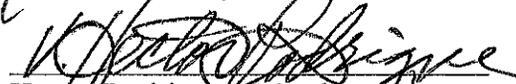
Donald Brooks, Member



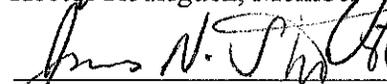
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected 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 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

**Amended Settlement Agreement
Concerning License To Sell Alcoholic Beverages**

Agreement, made this 21st day of July, 2014, by and between Licensee Quang V. Le, dba Le Liquor, 1776 Columbia Road NW, Reed-Cooke Neighborhood Association and Advisory Neighborhood Commission 1C (ANC 1C), the parties.

Whereas, Licensee has requested an amendment to its prior agreement for off-premise retailer's license, Class A, to sell beer, wine and spirits at the above-listed location, and

Whereas, ANC 1C is concerned about the peace, order and quiet of the surrounding neighborhood, including concerns about public intoxication, loitering and litter.

Whereas, Licensee is willing to take certain measures to satisfy ANC 1C's concerns.

Whereas, Licensee Le Liquor operates its business in the membership area for the Reed-Cooke Neighborhood Association.

Now, then, the parties agree as follows.

1. Operation:

The hours of operation shall be: Monday- Sunday: 10:00 AM- 10:00PM;

2. Products:

Licensee agrees not to:

- A. divide a manufacturer's package of more than one container of beer, malt liquor, or ale, to sell an individual container of the package if the capacity of the individual container is 70 ounces or less; or
- B. sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor or ale with a capacity of 70 ounces or less.

Licensee further agrees to not sell or give "go-cups" to customers. Under the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment."

3. Community concerns.

A. Licensee understands that it is illegal to sell or serve alcoholic beverages to intoxicated persons and agrees to refrain from selling to individuals who are intoxicated or who appear to be intoxicated.

B. Licensee agrees to make every effort, including the posting of signage to prevent loitering and public consumption of alcoholic beverages on and around the premises, in the front or in the rear, and if such activity occurs, to report it to the Metropolitan Police Department.

C. Licensee shall post a notice kept in good repair and visible from point of entry a sign, which states the minimum age requirement for purchase of alcohol and the obligation of the patron to produce a valid identification document in order to purchase alcohol.

D. **Public Space Cleanliness and Maintenance:** Licensee agrees to keep the public sidewalk, curb and gutter in front of the establishment free of litter on a daily basis, keep the trash and recycling area in the alley neat and orderly with containers firmly closed and to maintain regular trash and recycling pick-ups. No waste or recycling materials shall be placed loose on the ground, either on private space or the public alley. Licensee agrees to remove snow and/or ice from sidewalks within the time limits set by the District of Columbia for such snow and/or ice removal. And Licensee agrees to promptly remove graffiti from the exterior walls of the property. For purposes of this agreement, promptly is defined as within two (2) weeks of graffiti's appearance.

4. Continuing cooperation.

The parties agree to be in contact about any problems or community concerns related to the operations of Le Liquor. For this purpose, spaces for contact information are included below in the signature area. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

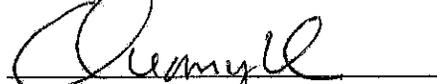
5. Amendment of Agreement

Should the parties wish to amend this agreement, any such amendment must be approved at a properly noticed meeting of ANC 1C by a vote of commissioners present and constituting a quorum.

6. Parties to this Agreement

To promote and facilitate communication and cooperation between the neighborhood and licensee, the prior parties to the original agreement agree to add Reed-Cooke Neighborhood Association as a party to this agreement.

For Le Liquor



Quang V. Le, Owner-Licensee

202-483-6493
Phone number

LEBROTHER 76 AT YAHOO
e-mail address

For ANC 1C



Ted Guthrie, ANC 1C Commissioner

202 270-3600
Phone number

tedguthrie5@gmail.com
e-mail address

For Reed-Cooke Neighborhood Association



Ernest Springs, President

Reed-Cooke Neighborhood Association

202-359-3599
Phone number

ESPRINGS@MINDSPRING.COM
e-mail address