

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

In the Matter of:)
)
Sunrise Grocery, Inc.)
t/a Food 7 Store)
)
Application for Renewal of a)
Retailer's Class B License)
)
at premises)
1830 Benning Road, NE)
Washington, D.C. 20002)
)

Case No.: 21-PRO-00053
License No.: ABRA-108479
Order No.: 2021-516

Sunrise Grocery, Inc., t/a Food 7 Store, Applicant

Kevin Lee, Counsel, on behalf of the Applicant

Sydelle Moore, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
5D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 5D'S PROTEST**

The Application filed by Sunrise Grocery, Inc., t/a Food 7 Store (Applicant), for renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 12, 2021, and a Protest Status Hearing on August 18, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 5D entered into a Settlement Agreement (Agreement), dated August 17, 2021, that governs the operations 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 Sydelle Moore, on behalf of ANC 5D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5D of this Application.

Accordingly, it is this 15th day of September 2021, **ORDERED** that:

1. The Application filed by Sunrise Grocery, Inc., t/a Food 7 Store, for renewal of its Retailer's Class B License, located at 1830 Benning Road, NE, Washington, D.C., is **GRANTED**;
1. The Protest of ANC 5D in this matter is hereby **WITHDRAWN**;
2. 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 – The following language shall be removed: “(e.g.: Click Here For Example).”

Section 5 – This Section shall be removed.

Section 8 – The last sentence shall be modified to read as follows: “This provision shall not result in a violation, and it shall be a defense to a violation of this provision, if a separate Retailer's Class A or B License is issued or maintained as of the date of the violation within X feet of the licensee, and that other licensee is not barred from dividing a manufacturer's package of beer, malt liquor, or ale in a settlement agreement.”

Section 9 – The last sentence shall be modified to read as follows: “This provision shall not result in a violation, and it shall be a defense to a violation of this provision, if a separate Retailer's Class A or B license is issued or maintained as of the date of the violation within X feet of the licensee, and that other licensee is not barred from selling individual containers of beer, malt liquor or ale with a capacity of 70 ounces or less.”

The parties have agreed to these modifications.

3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via Seandocs.com
Donovan Anderson
Key: 8c432161c0058604b736000118cc0

Donovan Anderson, Chairperson

eSigned via Seandocs.com
James Short
Key: 5476372072c66e9411b3326284cc

James Short, Member

eSigned via Seandocs.com
Bobby Cato
Key: 2c9d32eaf0e14617f4975bc79170208

Bobby Cato, Member

eSigned via Seandocs.com
Rafi Aliya Crockett, Member
Key: b595b1845e18a4014155e6c1281cc

Rafi Crockett, Member

eSigned via Seandocs.com
Jeni Hansen, Member
Key: 6272001c5044745155892a41826

Jeni Hansen, Member

eSigned via Seandocs.com
Edward Grandis, Member
Key: 5027bca7f060040ee143dab52541ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 Sunrise Grocery, Inc. t/a FOOD 7 STORE; ABRA LICENSE 108479
and
ADVISORY NEIGHBORHOOD COMMISSION SINGLE MEMBER DISTRICT 5D05
ADVISORY NEIGHBORHOOD COMMISSION 5D

This Settlement Agreement (“Agreement”) is entered on this 17th day of August, 2021, between Sunrise Grocery, Inc., t/a Food 7 Store (“Applicant”) and the Advisory Neighborhood Commission (ANC) 5D, with Chairperson Sydelle Moore, as the representative for ANC 5D.

RECITALS

Applicant, a holder of a Class B off-premises alcoholic beverage license, ABRA License Number 108479 (“Class B License”), seeks to renew its Class B license issued for its establishment located at 1830 Benning Road, NE, Washington, DC 20002 (“Establishment”) which is currently within the boundaries of ANC 5D;

Applicant and ANC 5D collaborated to find additional ways to improve the safety and orderly functioning of the Food 7 Store to better serve the community and allow the business to thrive. The parties negotiated to address issues raised in reference to the renewal of Applicant’s Class B license, and now seek the approval by the District of Columbia Alcoholic Beverage Control Board (the “Board”) of Applicant’s license renewal application, conditioned upon on the Applicant’s compliance with the terms of this Agreement.

NOW, the Parties hereby agree as follows:

1. Applicant shall apply to the MuralsDC Program and, if selected, allow a mural to be painted on Food 7 Store wall facing 19th St NE, within 36 months. MuralsDC is a joint effort between the D.C. Department of Public Works (“DPW”) and the DC Commission on the Arts and the Humanities, designed to provide permanent graffiti abatement to properties that have experienced or are at risk of graffiti vandalism.
2. Applicant shall resubmit his application to the Great Street Grant Program prior to the extended application deadline.
3. Applicant agrees to remove weeds and add landscaping to both tree boxes on the 19th St NE side of the property including fencing, within guidelines, to demarcate their property line and partially prevent litter from blowing onto nearby properties within 12 months. The fencing should be steel fencing of at least 30 inches in height with a top designed to deter potential loiterers from leaning or sitting on the fence. (e.g.: [Click Here For Example](#))

4. Applicant shall, with the adjacent property owner's consent, install 2 protective bollards at 748 19th St NE, within 12 months, to protect the neighbor's wall from traffic and trucks exiting the parking lot.
5. Applicant agrees to maintain the current terms from the Langston Civic Association Agreement Order # 2018-092, including but not limited to provisions regarding Public Safety; Cleanliness and Conditions of Premises and Immediate Environs; Cooperation with Community; and Enforcement and Notices. <https://abra.dc.gov/sites/default/files/dc/sites/abra/publication/attachments/1830%20Benning%20Road%20NE%20-%203%207%2018.pdf>
6. Applicant shall make every effort to prohibit and prevent loitering and criminal activity near the Establishment, including:
 - a. Calling the Metropolitan Police Department immediately to report criminal activity;
 - b. Keeping a written record of dates and times when the Metropolitan Police Department has been called for assistance; and
 - c. Continuing to engage in conversation with ANC 5D towards efforts in feasibly combating loitering.
7. Applicant shall refrain from making change for customers who do not make a purchase of an item from its store.
8. Applicant shall not 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. This Clause shall go into effect contingent upon the acceptance of the same provision by the adjacent establishment d/b/a Sylvia's Liquors located at 1818 Benning Rd., NE, Washington, DC 20002..
9. Applicant must refrain from selling, giving, offering, exposing for sale, or delivering an individual container of beer, malt liquor, or ale with a capacity of 70 ounces or less. This Clause shall go into effect contingent upon the acceptance of the same provision by the adjacent establishment d/b/a Sylvia's Liquors located at 1818 Benning Rd., NE, Washington, DC 20002.
10. Applicant shall clear the front window and door to make it 75% free of advertising.
11. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by the ANC 5D in writing alleging such violation and given an opportunity to cure such violation within no more than ten (10) days. All notice demands and requests (collectively "notice") which either party is required to, or may desire, to

serve upon the other shall be in writing and shall be sufficiently served upon such other party, by:

- a. Mailing a copy thereof by certified, postage prepaid addressed to the party to whom the notice is directed at the "Notice Address" of such party, or
- b. Delivery by hand, to the party to whom the notice is addressed at the Notice Address. The Notice Address of each party is as follows:

FOR ANC 5D:

Ronald Dixon and Madison Gibbs
Chairperson Sydelle Moore, 5D
1010 Cameron Street
Alexandria, VA 22314
rdixon@bynumandjenkinslaw.com
mgibbs@bynumandjenkinslaw.com
5D05@anc.dc.gov
Counsel for ANC 5D

FOR APPLICANT:

Sunrise Grocery, Inc.
t/a Food 7 Store
1830 Benning Road, NE
Washington, DC, 20002
zakiwerede2001@yahoo.com

Copy to:

Kyung Hwan Lee
KIC & Associates, PLLC
700 Pennsylvania Ave., SE, 2nd Floor
Washington, DC 20003
kevinleelaw@gmail.com
Counsel for Applicant, Zekarias Werede

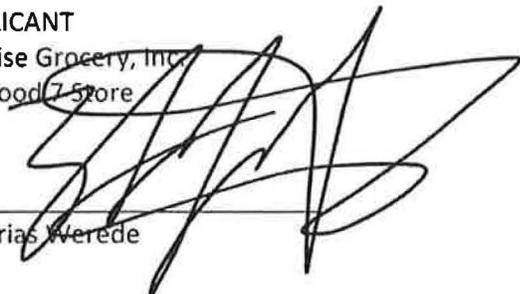
Each party shall promptly notify the other in writing of any change of address. Failure of Applicant to address and cure the violation within ten (10) days will result in Protestants forwarding said complaint to the Alcohol Beverage Administration (ABRA). Applicant understands that ABRA may issue fines after investigating and sustaining the complaint. Further, Applicant understands that three (3) alleged complaints within one calendar year shall result in an automatic protest of Applicants license during the next Protest period.

12. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties executed this Agreement, as of the date and year first above written.

APPLICANT

Sunrise Grocery, Inc.
t/a Food 7 Store



Zekarias Werede

ANC 5D CHAIRPERSON



Sydelle Moore