THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Daniman, LLC t/a Lee's Liquor		
Application for Substantial Change (Change of Hours) to a Retailer's Class A License	Case No. License No. Order No.	14-PRO-00102 ABRA-095751 2015-070
at premises 2330 Pennsylvania Avenue, S.E. Washington, D.C. 20020		

Daniman, LLC, t/a Lee's Liquor (Applicant)

Gary Butler, on behalf of A Group of Five or More Individuals

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 AND WITHDRAWAL OF PROTEST OF A GROUP OF FIVE OR MORE INDIVIDUALS

The Application filed by Daniman, LLC, t/a Lee's Liquor, for a Substantial Change to change its hours of operation and sales, to its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 5, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated February 3, 2015, 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 Gary Butler, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

Accordingly, it is this 25th day of February, 2015, **ORDERED** that:

1. The Application filed by Daniman, LLC, t/a Lee's Liquor, for a Substantial Change to change its hours of operation and sales, to its Retailer's Class A License, located at 2330 Pennsylvania Avenue, S.E., Washington, D.C., is **GRANTED**;

2. The Protest of the Group of Five or More Individuals in this matter is hereby **DISMISSED**;

3. The above-referenced Settlement Agreement, dated February 3, 2015, 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 modification:

   Section 14 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: "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 parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and Gary Butler, on behalf of the Group of Five or More Individuals.

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 14th 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).

ALCOHOLIC BEVERAGE
REGULATION ADMIN
2015 FEB -4 A 8:51
ABRA

Protestants (Group of 18)
And
Daniman, LLC
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("AGREEMENT") made on this 3th day February 2015 by and between Daniman, LLC. Trade Name: Lee's Liquor, 2339 Pennsylvania Avenue, S.E. Washington, DC 20020. ("Applicant"), and Protestants (Group of 18), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to his license under the D.C. Alcoholic Beverage Control Act;

WHEREAS, Protestant is a group of 18 which filed a timely protest (the "Protest") against the issuance of the Applicant's substantial change to license application pursuant to D.C. Official Code.

WHEREAS, the parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's substantial change to his license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the parties are willing to enter into a Settlement Agreement pursuant to D.C. Official Code 25-446 for the operation and maintenance of alcoholic beverage sales in such a manner as to minimize the effect on the peace, order and quiet of the neighborhood and to eliminate the need for a Protest Hearing regarding the substantial change to license application.

NOW, THEREFORE, In consideration of the performance set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Noise and Privacy**. The Applicant will abide by the DC Noise Control Act of 1977 and any subsequent amendments.

2. **Hours of Operation**. The Applicant hours of operation are:

Monday through Wednesday	7:00 AM to 10:00 PM
Thursday through Saturday	7:00 AM to 12:00 MIDNIGHT
Sundays	8:00 AM to 9:30 PM

3. **Control of Sales.** Applicant will not sell alcoholic beverages to minors. Applicant will not sell alcoholic beverages to any person who appears to be intoxicated. Applicant will not sell drug paraphernalia to include:
    a. Cigarette rolling paper: cocaine freebase kit
    b. Pipes of any kind (metal, wooden, acrylic, glass, stone, plastic or ceramic), spoons, marijuana bongs, roach clips, cigar screens
    c. Individual Brillo (other brand names) pads scouring pads or steel wool that are not contained in tagged manufactured packaging
    d. Small plastic zip lock bags (less than ¾" in size)
    e. Single or loose cigarettes
    f. Blunt papers, blunt wrappers and tobacco leaves
    g. Single/individual razor blades that are not contained in tagged manufactured packaging
    h. Small bags of ice, "go-cups"
    i. Paper or plastic individual cups

4. **Public Space, Trash, Rats, and Vermin Control.** Applicant shall provide rat and vermin control at the Establishment. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestant. Applicant shall take steps to ensure that its premises are cleaned on a daily basis.

5. **Security and Public Drinking.**
    a. Applicant will make best effort to control areas of display and sale of alcoholic beverages by monitoring by human/and or electronic surveillance at all times for control and security.
    b. Applicant shall fully permissible by law discourage loitering in and around the Premises and shall post signs to that effect.
    c. Applicant will work with property owner, Metropolitan Police Department, and community groups to promote and ensure public safety and security in the area of the Establishment.

6. **License Ownership and Compliance with ABRA Regulations.** Applicant will abide by all applicable Alcoholic Beverage Regulations Administration (ABRA) regulations.

7. **Participation in the Community.**
    a. Applicant agrees to seek and maintain open communication with The Protestants.

8. **Signage.** Applicant will work with the property owner, the Protestants, District of Columbia Government, and community groups to make improvements to the building.

9. **Notice and Opportunity to Cure.** In the event that either parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to the Protestant seeing enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach that reasonably requires more than 30-days to cure fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a need for city enforcement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other party to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

Applicant:		Daniman, LLC
	Trade Name:	Lee's Liquor 2339 Pennsylvania Avenue, S.E. Washington, DC 20020 ATTN: Daniel Tesfaye (202) 735-0289
Protestants:		Group of 18 2424 L'Enfant Square, SE Washington, DC 20020 ATTN: Gary Butler (202) 581-0273 Office (202) 581-0273 Fax

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 or any other enforcement action.

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

Protestant:

(Group of 18)

2/3/15

Gary Butler — Date
Designated Representative

Applicant:

Daniman, LLC.

2/3/15

Daniel Tesfaye — Date
Owner