

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

In the Matter of:)	
)	
Jew, Yuk Ling Wu)	
t/a Hi Market)	
)	
Application for a Substantial)	Case No. 78548-09/002P
Change to a Retailer's Class B License)	License No. 78548
At premises)	Order No. 2009-044
)	
2655 15 th Street, N.W.)	
Washington, D.C. 20009)	
)	

Jew, Yuk Ling Wu, t/a Hi Market, Applicant

Juan E. Lopez, Marcia Shia, Ian Tyndall, Jan Dobrowolski and Jim Dobrowolski (A Group of Five or More Individuals), Protestants

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Jew, Yuk Ling Wu, t/a Hi Market, has filed an Applicant for a Substantial Change to its Retailer's Class B License, located at 2655 15th Street, N.W., Washington D.C. The Application was protested and came before the Board for a Roll Call hearing on December 15, 2008, in accordance with D.C. Official Code § 25-601 (2001). Juan E. Lopez, Marcia Shia, Ian Tyndall, Jan Dobrowolski and Jim Dobrowolski (A Group of Five or More Individuals) filed timely opposition by letter dated November 25, 2008.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated January 25, 2009, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Jew, Yuk Ling Wu
t/a Hi Market
License No. 78548
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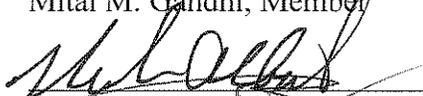
Accordingly, it is this 25th day of February 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Jew, Yuk Ling Wu, t/a Hi Market located at 2655 15th Street, N.W., Washington D.C. and the Protestants to govern the operations of the Applicant's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to the Protestants.

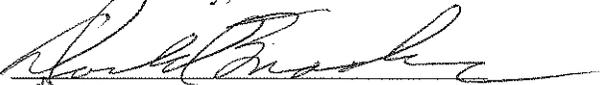
District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Mital M. Gandhi, Member


Nick Alberti, Member


Charles Brodsky, Member


Donald Brooks, Member


Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

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1 **Voluntary Agreement to License 072229 dba Hi Market** *Jec*

2
3 THIS AGREEMENT made and entered into this 25th day of January 2009, by and between
4 Sebastian C. Kim dba Hi Market (Applicant) and members of a "group of five" including Juan E.
5 Lopez, Marcia Shia, Ian Tyndall, Jan Dobrowolski, Jim Dobrowolski (Protestants)
6 witnesses:

7
8 Whereas Applicant has filed for renewal of Class B license 072229 with the District of Columbia
9 Alcoholic Beverage Control Board (ABC Board) for premises located at 2655 15th Street NW,
10 Washington, DC 20009 (premises),

11
12 Whereas Protestant has filed before the ABC Board a protest opposing renewal of this license;

13
14 Whereas in recognition of the ABC Board's policy of encouraging parties to a protested
15 proceeding to settle their differences by reaching voluntary agreements, by their signatures
16 below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will
17 agree to adopt certain measures to address Protestant's concerns and to include this
18 agreement as a formal condition of its license, and (2) Protestant will agree to the renewal of the
19 license and withdraw its protest provided that such an agreement is incorporated into the ABC
20 Board's order renewing the license, which license is conditioned upon compliance with this
21 agreement;

22
23 Whereas Applicant has recently taken or intends to take, certain measures designed to
24 ameliorate Protestant's concerns;

25
26 In consideration of the mutual covenants and undertakings memorialized herein, the Applicant
27 and Protestants hereby agree as follows:

28
29 **A. HOURS OF OPERATION.** Applicant's hours of operation and sales shall be as follows:

30
31 Sunday through Saturday 9:00AM to 9:00PM

32 Applicant agrees that the establishment will be shut down, completely vacated, except for
33 routine maintenance, and clean-up, by closing time each night. Applicant agrees that there will
34 be no after-hours activities in the establishment. Any change to the hours of operation may
35 constitute a substantial change to this license.

36

37 **B. LIMIT ON SALES.** Applicant agrees to prohibit sales of single containers of beer and malt
38 liquor under 40 oz. and single containers of wine under 750 ml. effective April 1, 2009.
39 Applicant will not sell any alcohol until 10:00 a.m. daily. Applicant will not sell or deliver alcohol
40 in any form to any person under 21 years of age. Applicant will not sell or deliver alcohol in any
41 form to any intoxicated person, any person who appears to be intoxicated, or any person the
42 applicant knows to be an abuser of alcohol. Applicant will not sell alcohol in any form to anyone
43 accompanying a person who has been denied service, if it appears that an attempt is being
44 made to buy alcohol for the person who has been denied service. Applicant give its assurance
45 that all of its employees will adhere to the provisions of this agreement, particularly with respect
46 to that sale of alcohol in any form.

47

48 **C. TRASH/GARBAGE/RODENTS.** Applicant shall actively maintain trash/garbage removal
49 service at least three times weekly and see that the trash and dumpster area remains clean.
50 Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that
51 dumpster covers fit properly and remain fully closed except when trash or garbage is being
52 added or removed. Applicant will make every reasonable effort to eliminate accessible food
53 sources for rodents and thereby help to eliminate the rat population. Applicant shall request that
54 its trash and recycling contractors pick up trash and materials no earlier than 6:00AM and no
55 later than 6:00PM. Applicant shall daily maintain the "immediate environ" by actively picking up
56 garbage and trash. The applicant shall remove all graffiti from the building within five days of its
57 appearance.

58

59 **D. LOITERING.** Applicant shall actively seek to prevent person(s) from congregating in and
60 around its immediate premises by: (a) posting clearly visible "no loitering" signs (lettering no less
61 than five inches) on the interior and exterior of its premises and by asking loiterers to leave; (b)
62 contacting MPD3D when necessary to ask its support in dispersing loiterers and in maintaining
63 order. Applicant shall maintain a log of its calls to MPD3D with the date, time and nature of the
64 call. This log will be made available to Protestant, upon request, for review and/or copying.

65

66 **E. ADVERTISING.** Applicant will not add any more advertisements of alcoholic beverages on
67 the exterior walls or windows of the property used by the applicant to conduct business and will
68 adhere to the current code of no more than 25% of windows being covered with ads.

69

70 **F. MODIFICATION OF VOLUNTARY AGREEMENT.** This agreement can be modified only by
71 mutual agreement of the parties with the approval of the ABC Board for Acceptance and
72 enforcement.

73

74 **G. BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable
75 against the successors and assigns of the Applicant during the term of the license to which this
76 Voluntary Agreement applies.

77

78 **H. NOTICE AND OPPORTUNITY TO CURE.** In the event that any of the parties is in breach of
79 this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition
80 precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency
81 nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a
82 cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the
83 30-day period (or, with respect to a breach which reasonably requires more than 30-days to
84 cure, fails to commence cure of such breach and diligently pursues such cure) failure shall
85 constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official
86 Code 25-447. Unless otherwise noted above any notices required to be made under this
87 agreement shall be in writing and mailed via certified mail, return receipt requested, postage
88 prepaid, or hand delivered, to the other parties to this agreement at the following addresses.
89 Notice shall be deemed given as of the time of receipt or refusal of receipt:

90

91 If to Applicant: Sebastian C. Kim
92 2655 15th Street NW
93 Washington DC 20009
94

95 If to Protestant: Juan E. Lopez
96 2750 14th Street NW, #208
97 Washington DC 20009
98

99 **Wherefore**, by the signing of the representatives of Applicant and Protestant, Applicant hereby
100 agrees to aforementioned covenants and Protestants agree to the renewal of the Class B
101 license to Applicant, and withdraws its protest, provided that this agreement is incorporated into
102 the ABC Board's order renewing this Class B license, the renewal of which is conditioned upon
103 compliance with this Voluntary Agreement.

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108 Sebastian C. Kim, Hi Market

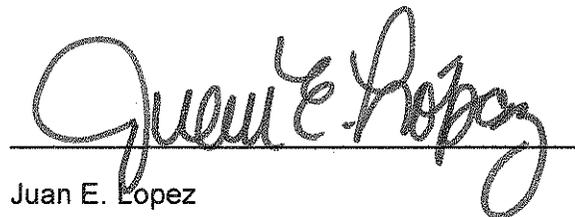
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Juan E. Lopez



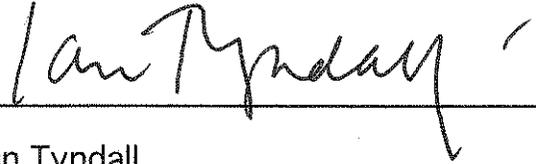
Marcia Shia

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Ian Tyndall

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Jan Dobrowolski

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Jim Dobrowolski

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129 Accordingly, on this 25th day of January 2009, it is order that the Voluntary Agreement
130 between Applicant and Protestant be incorporated into the ABC Board's order renewing
131 Applicant's Class B license.