

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

In the Matter of:)	
)	
Giant MJ Corporation)	
t/a Best One Liquor)	
)	
Application for Renewal of a)	Case No. 12-PRO-00033
Retailer's Class A License)	License No. ABRA-086168
)	Order No. 2013-082
at premises)	
322 Florida Avenue, N.W.)	
Washington, D.C. 20001)	

Giant MJ Corporation, t/a Best One Liquor (Applicant)

Antonette E. Russell, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 5C

Geovani Bonilla, on behalf of Bates Area Civic Association, Inc.

Steven Bible, on behalf of the 1700 4th Street Homeowners Group

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

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

The Application filed by Giant MJ Corporation, t/a Best One Liquor, for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 21, 2012 and a Protest Status Hearing scheduled on April 24, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant, ANC 5C, Bates Area Civic Association, Inc., and the 1700 4th Street Homeowners Group have entered into a Settlement Agreement (Agreement), dated May 22, 2012, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

**Giant MJ Corporation
t/a Best One Liquor
Case No. 12-PRO-00033
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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; former Commissioners Ronnie Edwards and Bradley A. Thomas, on behalf of the ANC 5C; Geovani Bonilla, on behalf of Bates Area Civic Association, Inc.; and Steven Bible, on behalf of the 1700 4th Street Homeowners Group, are signatories to the Agreement.

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

Accordingly, it is this 17th day of April, 2013, **ORDERED** that:

1. The Application filed by Giant MJ Corporation, t/a Best One Liquor, for renewal of its Retailer's Class A License, located at 322 Florida Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5C in this matter is hereby **WITHDRAWN**;
3. 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 4(f) (Loitering) – The following sentence shall be modified to read as follows: "Providing copies of the log to the Board during future hearings before the ABC Board involving applications for renewal or other contested proceeding involving Applicant's license."

Section 10 (Participation in ANC Meetings) – The following language shall be removed: "...Applicant, upon reasonable notice from ANC 5C, shall send a representative to meetings of ANC 5C to discuss and find ways to reasonably solve such problems."

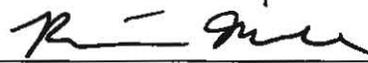
Section 11 (License Ownership) – The following language shall be removed: "...including, without limitation, providing legal notice of any proposed transfer or substantial change in operations, to ANC 5C."

The parties have agreed to these modifications.

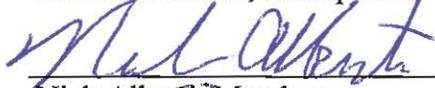
4. Copies of this Order shall be sent to the Applicant, ANC 5C, Geovani Bonilla, on behalf of Bates Area Civic Association, Inc.; and Steven Bible, on behalf of the 1700 4th Street Homeowners Group.

Giant MJ Corporation
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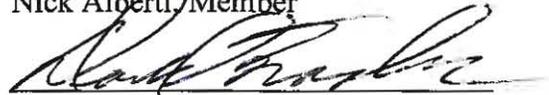
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, 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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 22nd day of May, 2012, by and between GIANT M J CORPORATION, trading as BEST ONE LIQUOR ("Applicant") and STEVEN BIBLE (for the 1700 4th St. Homeowners Group), the BATES AREA CIVIC ASSOCIATION, INC., and ADVISORY NEIGHBORHOOD COMMISSION (ANC) 5C by and through its SINGLE MEMBER DISTRICT COMMISSIONER for ANC 5C01 ("Protestants").

WITNESSETH

WHEREAS, Applicant has filed for renewal of its Class A Retail Liquor License for the location of 322 Florida Avenue, N.W., Washington, DC 20001 ("the Establishment"); and

WHEREAS, Protestants have protested the renewal of Applicant's license; and

WHEREAS, the parties voluntarily enter into this Agreement and request that the Alcohol Beverage Control Board ("the ABC Board") approve Applicant's application conditioned upon Applicant's compliance with the terms set forth herein.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Recitals Incorporated:** The recitals set forth above are incorporated herein by reference.
2. **Compliance With Law:** Applicant shall comply with all laws and regulations governing the operation of the Establishment, including laws and regulations governing the Class A license to which the agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.
3. **Cleanliness and Condition of Premises:** Applicant shall take all reasonable measures to assure that the immediate environs of the Establishment are kept free of litter and debris. "Immediate environs" is defined in DCMR 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
 - a. Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, at 10:00 am and once again with one hour of closing on days the Establishment is open. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the Establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.

- b. Applicant shall maintain tree boxes and public space surrounding its property clean to enhance and support the beautification of the neighborhood.
 - c. Applicant shall remove snow and ice from the sidewalk and follow all applicable D.C. laws and regulations with respect to snow and ice removal.
 - d. Applicant shall not support the installation of any pay phones around the Establishment.
 - e. Applicant shall install and maintain high-intensity flood-lights on the exterior of the Establishment so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the Establishment.
 - f. Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the Establishment including following, at a minimum, the recommendations and guidelines of the Rodent and Vector Control Division of the D.C. Department of Health.
 - g. Applicant shall generally maintain the Establishment in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the Establishment.
 - h. Applicant shall cooperate with the community in its efforts to have the nuisance wall along the rear alley next to the cleaners removed.
4. **Loitering.** The parties recognize that loitering in and around the Establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post “No Loitering” signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front of, and in the rear of the Establishment, including:
- a. Installing security cameras and signage giving notice of such cameras along the walls of the Establishment facing 4th Street and the rear alley;
 - b. Asking loiterers to move on when they are observed outside the Establishment;
 - c. Calling the Metropolitan Police Department (“MPD”) to remove loiterers if they refuse Applicant’s request to move on;
 - d. Calling MPD if illegal activity is observed;
 - e. Keeping a written record (“log”) of dates and times when MPD has been called for assistance; and
 - f. Providing copies of the log to the Board and to the Protestants during future hearings

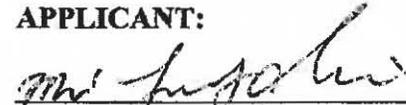
before the ABC Board involving applications for renewal or other contested proceedings involving Applicant's license.

5. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. Applicant shall cooperate with MPD and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by MPD three or more times in any one year and who MPD has so identified by name and photograph to Applicant. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21 and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be prominently posted on signs in the Establishment.
6. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or tobacco products in windows so as to obstruct visibility into the Establishment. Applicant shall not advertise alcoholic beverages or tobacco products on the exterior walls of the premises.
7. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide "go cups" (as defined in DCMR 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no fewer than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes, plastic bags smaller than sandwich size in non pre-packaged form, or any other form of drug paraphernalia.
8. **Cooperation with the Community.** Applicant shall make reasonable efforts to cooperate with the community, including but not limited to, adhering to each of the following commitments:
 - a. Applicant will work closely with the Civic Association and with the Advisory Neighborhood Commission which represents the neighborhood in which the Establishment is located to promote neighborhood collaboration, beautification and resolution of common problems.
 - b. Applicant will open for business no earlier than 9:00 a.m. and close no later than 10:00 p.m. on any day that it operates its Establishment.
9. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcoholic beverages before or after ABC Board regulated hours.
10. **Participation in ANC Meetings.** To maintain an open dialog with the community and cooperatively address and control any problems associated with its operations, Applicant, upon reasonable notice from ANC 5C, shall send a representative to meetings of ANC 5C to discuss and find ways to reasonably solve such problems.

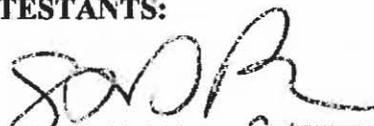
11. **License Ownership.** Applicant agrees to abide by all ABC Board regulations regarding the ownership and transfer of the Applicants's license, including, without limitation, providing legal notice of any proposed transfer or substantial change in operations, to ANC 5C.
12. **Binding Effect.** This Agreement shall be binding upon and enforceable against Applicants' assignees and successors-in-interest.
13. **Notices of Violation.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against applicant on the basis of such violation is undertaken. A material violation of this Agreement or its ABC license by Applicant which has not been corrected after 30 days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed received upon mailing.
14. **Counterparts.** 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.

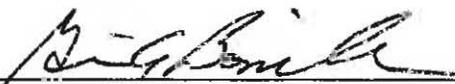
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

APPLICANT:

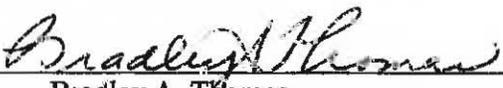
Signature: 
 Printed Name: MI J CHOI
 Applicant: Giant M J Corporation
 Address: 322 Florida Avenue, N.W.
 Washington, DC 20001

PROTESTANTS:

Signature: 
 Printed Name: Steven Bible
 In the Capacity of: Affected Neighbor/Interested Party
 Address: 1714 4th St NW
Washington DC 20001

Signature: 
Printed Name: Geovani Bonilla
In the Capacity of: President-Bates Area Civic Association, Inc.
Address: 89 P Street, N.W.
Washington, DC 20001

Signature: 
Printed Name: Ronnie Edwards
In the Capacity of: Chairman-ANC 5C
Address: P.O. Box 26183
Washington, DC 20001

Signature: 
Printed Name: Bradley A. Thomas
In the Capacity of: Commissioner-SMD ANC 5C01
Address: 107 P Street, N.W.
Washington, DC 20001

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

In the Matter of:

Moon, Inc.

t/a Moon Liquors

Application for a Retailer's

Class A License – renewal

at premises

322 Florida Avenue, N.W.

Washington, D.C.

) License no.: 60771

) Case no.: 2504-06/090P

) Order no.: 2007-016

Moon, Inc., Applicant

Advisory Neighborhood Commission 5C, Protestant

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "A" License, having been protested, came before the Alcoholic Beverage Control Board ("Board") on June 21, 2006, in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission 5C filed timely opposition by letter.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. The Board is approving the agreement with the following changes. The Board is amending provision 6 to read, "That the Licensee shall make reasonable efforts to discourage loitering in the front and the rear of the business, including the posting of "No Loitering" signs in a prominent place on the exterior of its establishment and contacting MPD for assistance and maintaining a log of such calls." The Board is deleting provision 15 in its entirety, for not being a term covered by Title 23 of the District of Columbia Municipal Regulations § 1609.1 (2004). The Board notes that the parties do not oppose these changes. Pursuant to the agreement, dated December 20, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's

Moon, Inc.
t/a Moon Liquors
Case no. 2504-06/090P
License no. 60771
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approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 7th day of February 2007, **ORDERED** that:

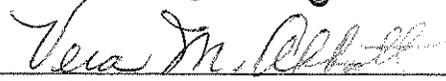
1. The protest of Advisory Neighborhood Commission 5C, is **WITHDRAWN**;
2. The renewal application of Moon, Inc., t/a Moon Liquors, for a Retailer's Class "A" License at 322 Florida Avenue, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Moon, Inc.
t/a Moon Liquors
Case no. 2504-06/090P
License no. 60771
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District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



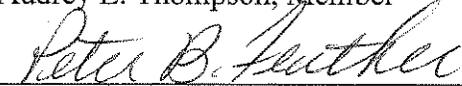
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, 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.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C**

POST OFFICE BOX 77761
WASHINGTON, D.C. 20013

www.anc5c.org

Cooperative Agreement

between

**Moon Liquors and Advisory Neighborhood Commission 5C
(ANC 5C)**

WHEREAS, Moon Inc., (“Licensee”) has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *Moon Liquors, located at 322 Florida Avenue, N.W.*; Ret. –Renewal Application No.60771; and

WHEREAS, the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operations of the Licensee’s business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

NOW, THEREFORE, in consideration of the Licensee’s commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *322 Florida Avenue, N.W.*, within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C (“ANC”) to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.
5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The “immediate

environs” is defined in Section 720.2 of the ABC regulations as including “all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business.”

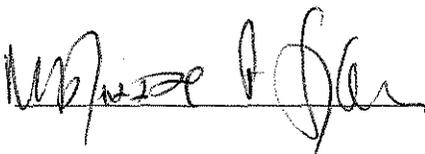
6. That the Licensee will prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition and will post No Loitering signs in a prominent place on the exterior of its establishment.
7. That the Licensee will increase security measures by (1) taking every reasonable step within his power to prevent individuals from congregating inside and outside of the establishment; (2) by instructing his employees or anyone else who works for him to tell individuals who may congregate inside or immediately outside of the establishment that they must leave; (3) by asking loiterers to leave immediately, should a community member enter the establishment and bring to his attention the fact that loiterers are milling around outside of the establishment ; (4) by calling the Metropolitan Police Department (MPD) in the event that loiterers refuse to move on or in the event that he observes criminal activity taking place; (5) by maintaining a log of the dates and times that the MPD is called and, upon request, to allow the incumbent Advisory Neighborhood Commissioner an opportunity to review the log – where possible, the log should also include the date, time and name of the community member who brought the concern to the Licensee’s attention. Finally, that the Licensee will open the 4th Street, N.W. side window gate as an additional security measure that will make the street visible from the inside of the establishment.
8. That the Licensee will not provide “go cups” to customers. A “go-cup” is defined in Section 709.7 of the ABC regulations as a “drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages.”
9. That the Licensee will not sell or provide miniature bags of ice to customers.
10. The Licensee will use clear or translucent plastic bags when making single sales of beer, malt or fortified wines and other alcoholic beverages.
11. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, pipes, bongs or other paraphernalia typically associated with illegal drug activity to customers.
12. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the Licensee to conduct business.
13. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.

14. That the Licensee will post signs in English, advising its customers that the Licensee will not sell alcohol to intoxicated persons.
15. That the Licensee, in consultation with an committee consisting of residents indigenous to Single Member District 5C01 and headed by the incumbent SMD 5C01 representative, shall make improvements to the physical appearance of the business. The committee will remain in place to make recommendations of improvements to the appearance of the business to the Licensee and the owner of the building throughout this renewal period.
16. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
17. That the Licensee will not sell of deliver alcohol in any form to any person under 21 years of age.
18. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
19. That the Licensee agrees to work with the ANC 5C to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from ANC 5C and further agrees to document its efforts to respond to such complaints.
20. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.
21. That the Licensee agrees to post this Cooperative Agreement, alongside his ABC license.
22. That the Licensee agrees to attend or send his authorized representative to one (1) community meeting per quarter, of either Advisory Neighborhood Commission 5C or of the Bates Area Civic Association, Inc. In this regard, the Licensee acknowledges that Commissioner James D. Berry, Jr., 5C01 provided him with the contact information of those persons from whom he can find out when these two regularly monthly meetings are routinely scheduled.
23. That the Licensee gives its assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

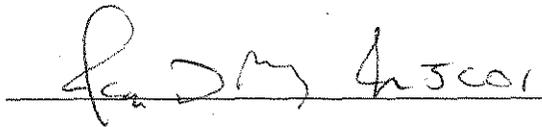
AGREED:

For the Licensees:



Date: 12/20/06

For Advisory Neighborhood Commission 5C:



Date: 12/20/06

JDB

memo

Date: 1/23/2007

To: Tiwana Clarke, Esquire, ABRA

Cc: File

From: James D. Berry, Jr.

RE: Moon Liquors

Ms. Clarke,

This agreement was unanimously approved by the officers and members of ANC 5C on Tuesday, December 19, 2006 at its last regular monthly meeting for the term. The parties signed the agreement on Wednesday, December 20, 2006. If you have any questions about this transaction, please contact me at (202) 824-2803, Monday through Friday, between the hours of 9:00 a.m. and 5:30 p.m., and/or on my cell phone at (202) 528-5428 throughout the business day and evening.

Best,

James D. Berry, Jr.

For ANC 5C

jdb

Enc. 1

Confidential