

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

<b>In the Matter of:</b>	)	
Hargunn, Inc.	)	
t/a Mayfair Liquors	)	
Holder of a	)	License No. ABRA-060561
Retailer's Class A License	)	Order No. 2013-429
at premises	)	
7312 Georgia Avenue, N.W.	)	
Washington, D.C. 20012	)	
	)	

Hargunn, Inc., t/a Mayfair Liquors (Licensee)

Dwayne M. Toliver and Stephen A. Whatley, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 4A

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

**ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Hargunn, Inc., t/a Mayfair Liquors, (Licensee), and ANC 4A entered into a Settlement Agreement (Agreement), dated March 15, 2004, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (Amendment), dated June 12, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioners Dwayne M. Toliver and Stephen A. Whatley, on behalf of ANC 4A, are signatories to the Amendment.

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. The above-referenced First Amendment to Settlement Agreement, dated June 12, 2012, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 shall be removed.

Section 3 shall be removed.

Section 5 shall be removed.

The parties have agreed to these modifications.

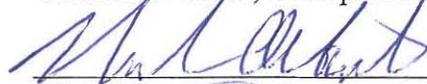
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 4A.

**Hargunn, Inc.**  
**t/a Mayfair Liquors**  
**License No. ABRA-060561**  
**Page 3**

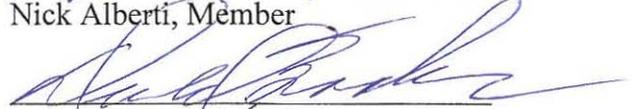
District of Columbia  
Alcoholic Beverage Control Board



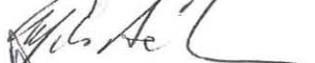
Ruthanne Miller, Chairperson



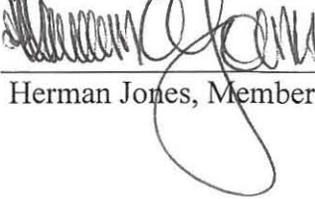
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

## FIRST AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT

This First Amendment to Voluntary Settlement Agreement ("First Amendment") is made effective as of this 12<sup>th</sup> day of June, 2012 ("Effective Date") by and among Hargunn, Inc., t/a Mayfair Liquors, hereinafter "Mayfair Liquors", and the District of Columbia Advisory Neighborhood Commission 4A02 ("ANC 4A02") and District of Columbia Advisory Neighborhood Commission 4A03 ("ANC 4A03"). ANC 4A02 and ANC4A 03 are collectively referred to in this First Amendment as "ANC Districts". Mayfair Liquors and the ANC Districts are each referred to in this First Amendment as a "Party" and collectively, as "Parties".

### RECITALS:

WHEREAS, Mayfair Liquors is the holder of that certain Type Class A Retail – Liquor Store license identified as ABRA-060561 ("License") issued by the District of Columbia Alcohol Beverage Regulation Administration ("ABRA");

WHEREAS, in accordance with D.C. Official Code §§ 25-446 ("Code"), the Parties entered into that certain voluntary settlement agreement dated March 15, 2004 ("Original Agreement"), which evidenced and memorialized the Parties' agreements and understandings regarding certain activities and business practices of Mayfair Liquors' business operations at the current street address of 7312 Georgia Avenue, N.W., Washington, D.C. 20012 (the "Premises");

WHEREAS, pursuant to the Code, the Original Agreement is attached to, and becomes a part of the License; and

WHEREAS, the Parties have agreed to amend certain provisions of the Original Agreement to permit Mayfair Liquors' business operations to include the retail sales of single containers, as well as multiple singles (prepackages by the manufacturer) of certain beer, domestic ale, domestic fortified wine, malt liquor and wine cooler containers having two (2) or more units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are incorporated in and made a part of this First Amendment to the same extent as if herein set forth in full.
2. Mayfair Liquors agrees not to sell single containers or multiple singles of beer, domestic ales, domestic fortified wine, e.g., *Cisco* or *MD 20-20*, malt liquors and wine coolers of less than seventy (70) ounces, unless such containers are pre-packaged by the manufacturer in two (2) or more unit containers.
3. Mayfair Liquors shall have the right to continue to sell craft, imported and esoteric beers as single units.
4. Mayfair Liquors is aware of, and intends to comply with, the provisions of the ABC Regulations, 23 DCMR and Chapter 3, Section 25-301 et. seq. of the District of Columbia Code, 2001 Edition, as amended, and as may be further amended, from time to time.
5. Mayfair Liquors agrees to provide prior written notice either by certified mail, return receipt requested, or hand-delivery of any proposed transfer of the License or material change in Mayfair Liquors' business operations and management of the Premises and to the other Parties before any transfer or change is implemented.

6. This Agreement shall be governed by the Code and applicable District laws and regulations, all as may be amended, from time to time.
7. Each person executing and delivering this First Amendment on behalf of a Party does hereby affirm that such person is duly authorized to execute and deliver same.
8. Except as amended hereby, the terms and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified, confirmed and reaffirmed by the Parties in all respects. In the event of a conflict between this First Amendment and the Original Agreement, the First Amendment shall control.
9. This First Amendment may be executed in counterparts, which counterparts shall have the same force and effect as if all Parties had executed a single document.
10. This First Amendment shall be (a) binding upon and inure to the benefit of the Parties hereto and their respective representatives, transferees, successors and assigns, and (b) governed by and construed in accordance with the laws of the District of Columbia.
11. Time is of the essence of this First Amendment.
12. In the event that any part of this First Amendment for any reason be declared or held invalid, unenforceable or illegal, such invalidity, unenforceability, or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this First Amendment had been executed with the invalid, unenforceable or illegal portion thereof eliminated, and it is hereby declared the intention of the Parties that the Parties would have executed the remaining portion of this First Amendment without including therein any such part, parts or portion which may, for any reason, be hereafter declared or held invalid, unenforceable or illegal.

[SIGNATURES FOLLOW]

WHEREFORE, the parties have affixed their hands and seals the day and date first above written.

HARGUNN, INC., T/A MAYFAIR LIQUORS

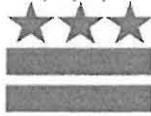
BY: Garmit Singh  
Garmit Singh, President

ADVISORY NEIGHBORHOOD COMMISSION *DISTRICTS*

BY: Dwayne M. Toliver  
Dwayne M. Toliver  
Commissioner ANC 4A02

BY: Stephen A. Whatley Dist  
Stephen A. Whatley  
Commissioner ANC 4A03

Government of the District of Columbia  
Advisory Neighborhood Commission 4A



BY HAND

April 4, 2013

Alcohol Beverage Regulation Administration  
Alcohol Beverage Control Board  
2000 14<sup>th</sup> Street N.W., Suite 400S  
Washington, D.C. 20009  
Attention: Ruthanne Miller, Chairperson

Re: Hargunn, Inc. ("Mayfair Liquors") 7312 Georgia Avenue, N.W., Washington, D.C.  
Alcohol Beverage Regulation Administration ("ABRA") Application No. 207-03/027P ("Application")

Dear Chairperson Miller:

Please accept this letter of support for Mayfair Liquors' Application to change its hours of operation to include Sundays.

During Advisory Neighborhood Commission 4A's ("ANC 4A") duly noticed and conducted, open community meeting held on April 2, 2013 ("Meeting") at Grace Lutheran Church, ANC 4A voted 6 to 1 in support of the Application and to recommend ABRA's approval of same. Mayfair's representative spoke in support of the Application and fully answered all community and Commissioners' questions. Please note that Stephen A. Whatley, Commissioner ANC 4A03 (in whose single member district Mayfair is located) confirmed that, since the execution of the existing Voluntary Agreement (as amended and to which Mayfair is subject) Mayfair is, and has been, in compliance therewith, and he is aware of no reported incidents or complaints involving Mayfair. No members of the community objected to the Application.

ANC 4A supports the Application as a means of providing parity among similarly situated businesses operating along the Georgia Avenue corridor and affecting ANC 4A area. Except as provided in the Voluntary Agreement and this letter, ANC 4A is supporting no other changes to Mayfair's operations.

Please direct any questions regarding this letter to me either by email at [dwayne.toliver@dc.gov](mailto:dwayne.toliver@dc.gov), or telephone, at 202.527.0545.

Respectfully submitted,

*Dwayne M. Toliver*

Dwayne M. Toliver  
Chairman, ANC 4A

cc: Fred Moosalay, Director, Alcohol Beverage Regulation Administration  
Garmit Singh, President, Hargunn, Inc.  
Advisory Neighborhood Commissioners, ANC 4A  
Dawn Goodloe, Office Manager, ANC 4A

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

**In the Matter of:** )

Victoria, Inc. )  
t/a Mayfair Liquors )

Application for a Retailer's Class )  
A License – renewal )  
at premises )  
7312 Georgia Ave., N.W. )  
Washington, D.C. )

Case No. 207-03/027P  
2004-35

James H. Jones, Chairman, on behalf of the Advisory Neighborhood Commission 4A,  
Protestant

Jeong J. Seo, President, on behalf of Applicant

**BEFORE:** Charles A. Burger, Chairperson  
Vera Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member

**ORDER ON WITHDRAWN PROTEST  
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on June 4, 2003, in accordance with D.C. Official Code Section 25-601 (2000 Edition). James H. Jones, Chairman, Advisory Neighborhood Commission 4A, filed a timely protest 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. Pursuant to the agreement, dated March 15, 2004, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Victoria, Inc.  
t/a Mayfair Liquors  
Page two

Accordingly, it is this \_\_\_\_\_ day of \_\_\_\_\_, 2004, **ORDERED**  
that:

1. The opposition of James H. Jonese, Chairman, on behalf of Advisory Neighborhood Commission 4A is **WITHDRAWN**;
2. The application of Victoria, Inc. t/a Mayfair Liquors for a Retailer's class A license (renewal) at 7312 Georgia Ave., N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

Charles A. Burger, Chair  
Charles A. Burger, Chairperson

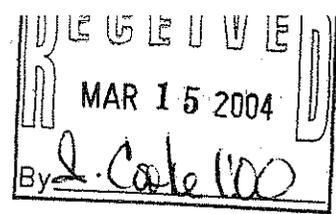
not voting  
Vera Abbott, Member

Judy A. Moy  
Judy A. Moy, Member

Audrey E. Thompson  
Audrey E. Thompson, Member

Peter B. Feather  
Peter B. Feather, Member

VOLUNTARY SETTLEMENT AGREEMENT



This Agreement made and entered into this 15<sup>th</sup> day of March, 2004, by and between Victoria, Inc., t/a Mayfair Liquors, hereinafter "Mayfair Liquors" or "Applicant", and Advisory Neighborhood Commission 4A 02 and 4A 03, hereinafter "ANC",

WHEREAS, the Applicant's ABC Application Number 207-03/027P for renewal of its ABC License has been protested by the ANC;

WHEREAS, the parties now enter into this Voluntary Settlement Agreement pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the complaints contained in the letter of protest dated May 9, 2003, signed by the Chairman, ANC 4A, a copy of which is attached hereto; and

WHEREAS, the attached letter of protest designated Stephen A. Whatley, Commissioner of ANC 4A 03, to represent the ANC's position and protest at the public hearing conducted by the ABC Board.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows.

1. Mayfair Liquors agrees not to sell single containers or multiple singles of beer, domestic ales, domestic fortified wine, such as Cisco or MD 20-20, malt liquors and wine coolers of less than seventy (70) ounces unless they are pre-packaged by the manufacturer in four (4) or six (6) unit containers. Mayfair Liquors shall have until June 30, 2004 to sell out the remaining stock and, upon signing this Agreement, Applicant will

cease ordering stock not in compliance with the above language. The parties agree that Mayfair Liquors will continue to sell craft, imported and esoteric beers as warm singles.

2. Applicant is aware of and intends to comply with the provisions of the ABC Regulations, 23 DCMR and Chapter 3, Section 25-301 et. seq. of the District of Columbia Code, 2001 Edition, as amended, and as may be further amended from time to time.

3. Applicant shall take all reasonable measures to discourage loitering on its immediate environs. Included in the measures shall be clearly visible "No Loitering" signs (lettering no less than 5 inches) posted on the interior and exterior of its establishment, including the adjacent parking lot. Mayfair Liquors will keep a log of calls made to the Metropolitan Police Department; said log shall be made available to Advisory Neighborhood Commissioners 4A 02 and 4A 03 upon request.

4. Applicant shall take all reasonable measures to insure that the immediate environs, as defined in 23 DCMR 720.2, of Applicant's establishment are kept free of litter and debris. Applicant shall clean its immediate environs by 10:30 a.m. daily, periodically as needed during the hours of operation, and within one (1) hour before closing.

5. Applicant shall not place signs/posters on more than twenty-five (25%) percent of its front windows and shall not stack merchandise in front of the windows so as not to obstruct visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does

not detract from the adjacent residential community and promptly remove or paint over any graffiti on its immediate premises.

6. Applicant shall reasonably cooperate with the Protestants in efforts to alleviate alcohol abuse problems and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with Protestants to improve the overall environment around its establishment to make it a more attractive, pleasant, and a safe area for residents, customers and businesses.

7. Applicant agrees to provide notice by certified mail-return receipt requested, or hand deliver any proposed transfer of its Class A License or change in its operation/management to ANC 4A 02 and 4A 03 before any transfer or change is implemented.

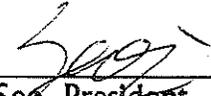
8. Should there be any written communication from the ANC related to the terms of this Agreement, the Applicant agrees to respond in writing within twelve (12) business days by certified mail, return receipt requested, or hand delivered. The initial response may seek additional time to provide a full and complete response.

9. The parties further agree that this Agreement shall be governed by the provisions of Section 1513.5 of 23 DCMR.

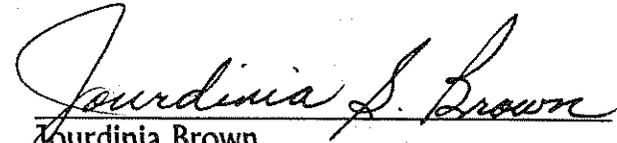
10. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

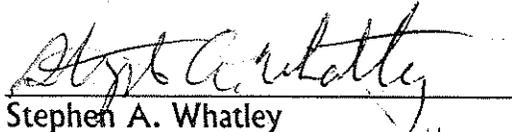
WHEREFORE, the parties have affixed their hands and seals the day and date first above written.

VICTORIA, INC., T/A MAYFAIR LIQUORS

BY:   
Jeong J. Seo, President

ADVISORY NEIGHBORHOOD  
COMMISSION

BY:   
Jourdinia Brown  
Commissioner ANC 4A 02

BY:   
Stephen A. Whatley  
Commissioner ANC 4A 03

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