

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

_____)	
In the Matter of:)	
)	
MYRB Corporation)	
t/a Geranium Market)	
)	
Holder of a)	License No. ABRA-060723
Retailer's Class B License)	Order No. 2014-375
)	
at premises)	
7350 Georgia Avenue, N.W.)	
Washington, D.C. 20012)	
_____)	

MYRB Corporation, t/a Geranium Market (Licensee)

Karrye Braxton, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 4A

Jourdinia Brown and Thomas Black

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that MYRB Corporation, t/a Geranium Market, (Licensee), ANC 4A, Jourdinia Brown, and Thomas Black entered into a Settlement Agreement (Agreement), dated November 1, 2005, 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 August 1, 2014. The Amendment was approved by the Board with

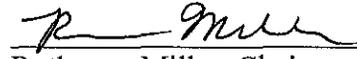
modifications. The Parties then submitted a letter, dated September 26, 2014, approving and incorporating the Board's requested modifications.

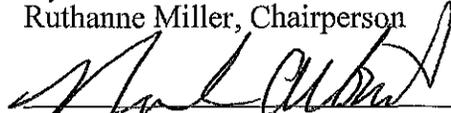
The Amendment and the approval of the modifications have been reduced to writing and have been properly executed and filed with the Board. The Licensee, Commissioner Karrye Braxton, on behalf of ANC 4A, Jourdinia Brown and Thomas Black are signatories to the Amendment and modifications.

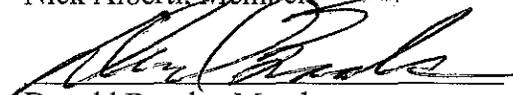
Accordingly, it is this 15th day of October, 2014, **ORDERED** that:

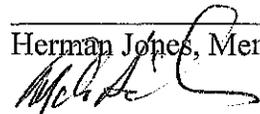
1. The above-referenced First Amendment to Settlement Agreement and approval of the modifications submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreement, not amended by the Amendment and approval of the modifications, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 4A, Jourdinia Brown, and Thomas Black.

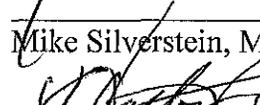
District of Columbia
Alcoholic Beverage Control Board

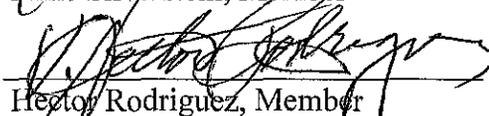

Ruthanne Miller, Chairperson

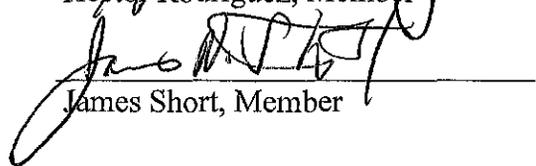

Nick Alberti, Member


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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

FIRST AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT

This First Amendment to Voluntary Settlement Agreement ("First Amendment") is made effective as of August 1, 2014 ("Effective Date") by and among MYRB Corporation, t/a Geranium Market, hereinafter "Geranium Market", Protestants Jourdinia Brown and Thomas Black, and District of Columbia Advisory Neighborhood Commission 4A ("ANC 4A"). Geranium Market and ANC 4A are each referred to in this Agreement as a "Party" and collectively, as "Parties".

RECITALS:

WHEREAS, Geranium Market is the holder of that certain Type Class B Retail -- Liquor Store license identified as ABRA-060723 ("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 November 1, 2005 ("Original Agreement"), which evidenced and memorialized the Parties' agreements and understandings regarding certain activities and business practices of Geranium Market' business operations at the current street address of 7350 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 "Geranium Market" 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:

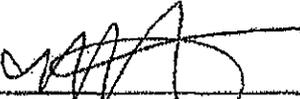
1. The foregoing recitals are incorporated in and made a part of this First Amendment to the same extent as if herein set forth in full.
2. Geranium Market agrees not to sell single containers or multiple singles of beer or domestic ales of less than seventy (70) ounces unless such containers are pre-packaged by the manufacturer in two (2) or more unit containers of 24 ounces or more. There is no change to the sale of fortified wines.
3. Geranium Market shall have the right to continue to sell craft, imported and esoteric beers as singles.

4. Geranium Market 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. This Agreement shall be governed by the Code and applicable District laws and regulations, as may be amended, from time to time.
6. 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.
7. 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.
8. This First Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all Parties had executed a single document.
9. 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.
10. Geranium Market, ANC 4A, and the Protestants represent and warrant to each other that the person signing this Amendment on its behalf has the requisite authority and power to execute same and to thereby bind the Party on whose behalf it is being signed.
11. Time is of the essence of this First Amendment and the Original Agreement.
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.

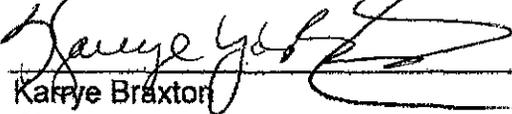
[Signatures Follow]

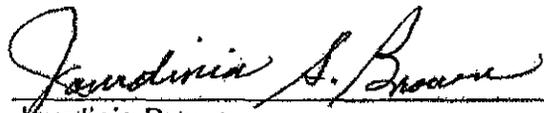
WHEREFORE, the parties have affixed their hands and seals the day and date first above written.

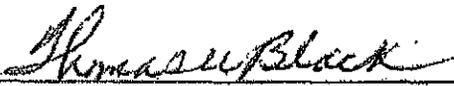
MYRB, INC., T/A GERANIUM MARKET

BY: 
Mershe Abate, President

ADVISORY NEIGHBORHOOD COMMISSION

BY: 
Karye Braxton
Chair
ANC 4A

BY: 
Jourdinia Brown
Protestant

BY: 
Thomas Black
Protestant

Re: Myrb Corporation
Geranium Market
7350 Georgia Avenue NW
Washington, DC 20012
Application No.

Please be advised that the Advisory Neighborhood Commission (ANC) 4A, at its regularly scheduled ANC meeting of December 2, 2008 voted to recommend approval of the Class B license renewal application by Myrb Corporation "Geranium Market". There was a quorum consisting of 7 or the 8 commissioners.

September 26, 2014

ATTN: Ms. Janea Raines
ABRA

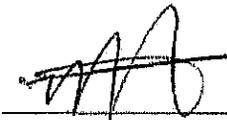
Re: MYRB Corporation t/a Geranium Market Settlement Agreement

Dear Ms. Raines,

At its meeting of September 24, 2014, the Board reviewed the Settlement Agreement between ANC 4A and Geranium Market, License No. 060723, located at 7350 Georgia Avenue, NW. The Agreement was approved by the Board with modifications to modify the following provision:

ii. The Board would like clarification on the language set forth in the fourth "Whereas" on page 1 and Clause 2. In the provision starting by "Whereas," the Parties state that the applicant is permitted to include the retail sales of single containers as well as multiple singles of certain beer, domestic ale, domestic fortified wine, malt liquor and wine cooler containers having two or more units." However, clause 2 states that "Geranium Market agrees not to sell single containers or multiple singles..." Can the Parties please clarify what they intend by these two provisions?

To clarify ii -- the parties intended to modify the agreement to allow Geranium Market the authority to sell 2 item packs instead of the original 6 item packs established in the original agreement. There would still be a ban on the sale of singles.



Mershe Abate
Applicant

10-11-14

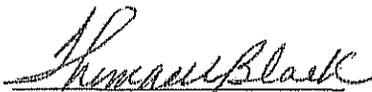
Date



Jourdinia Brown
Protestant

10/8/14

Date



Thomas Black
Protestant

10/5/14

Date

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)
)
MYRB Corporation)
t/a Geranium Market)
Application for a Retailer's Class B)
License – Renewal)
at premises)
7350 Georgia Avenue, N.W.)
Washington, D.C.)

Case no.: 6120-04/008P
Order no.: 2005-283

MYRB Corporation, Applicant

Advisory Neighborhood Commission 4A, and Jourdinia S. Brown, on behalf of a group of five (5) or more individuals, Protestants.

- 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
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "B" License, having been protested, came before the Board on January 7, 2004, in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission ("ANC") 4A, and Jourdinia S. Brown, on behalf of a group of five (5) or more individuals, filed timely oppositions 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. Pursuant to the agreement, dated November 1, 2005, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

MYRB Corporation
t/a Geranium Market
Case no. 6120-04/008P
Page two

Accordingly, it is this 16th day of November 2005, **ORDERED** that:

1. The protests of ANC 4A, and Jourdinia S. Brown, on behalf of a group of five (5) or more individuals, are **WITHDRAWN**;

2. The renewal application of MYRB Corporation, t/a Geranium Market, for a Retailer's Class "B" License at 7350 Georgia 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 Protestants and the Applicant.

MYRB Corporation
t/a Geranium Market
Case no. 6120-04/008P
Page three

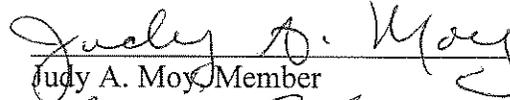
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



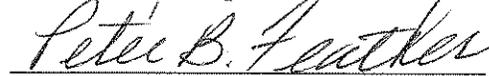
Vera M. Abbott, Member



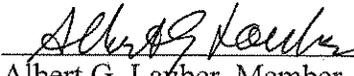
Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

Eartha Isaac, 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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 18 day of November, 2005, by and between MYRB Corporation, t/a Geranium Market ("Applicant") and Advisory Neighborhood Commission ANC 4A, and Jourdinia S. Brown, Stephen A. Whatley and Thomas W. Black, (collectively "Protestants").

RECITALS

WHEREAS, Applicant is the holder of a retailer's license Class B for Premises at 7350 Georgia Avenue, NW, Washington, D.C., Case No. 6120--04/008P;

WHEREAS, Protestants have protested the reissuance of the license;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement ("Agreement") pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the protest set forth in the letter dated November 17, 2003, a copy of which is attached hereto, and to request the Alcoholic Beverage Control Board to approve of the reissuance of the Applicant's license conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above 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. Restrictions on Single Sales. Applicant agrees not to sell single containers or multiple singles (1's, 2's, 3's, 4's, etc.) of beer, domestic ales, domestic fortified wine, such as Boone's Farm, malt liquors and wine coolers of less than seventy

(70) ounces unless they are prepackaged by the manufacturer as four (4) or six (6) units. Applicant shall immediately discontinue the sale of singles, as indicated above, upon the signing of this Agreement. The parties agree that the Applicant may sell craft (locally brewed beer) and premium imported beers as warm singles.

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. The parties further agree that this Agreement shall be governed by the provisions of Section 1513.5 of 23 DCMR, which provides that the ABC Board may initiate a Notice to Show Cause Hearing upon evidence that the holder of the license has violated this Agreement.

3. Fortified Wines. Applicant shall not sell domestic fortified wines, such as CISCO Wild Irish Rose and MD 20/20.

4. No Sale of Alcoholic Beverages for Consumption in Public Space. Applicant shall not sell alcoholic beverages to any person whom the Applicant knows, or reasonably should know, will consume the beverages in public space or will divide the container or containers among several persons while in public space.

5. Intoxicated Persons. Applicant shall refuse to sell alcoholic beverages to any intoxicated person, to any person of notoriously intemperate habits, or to any person who appears intoxicated.

6. Loitering. Applicant shall actively seek to prevent person(s) from congregating in and around its immediate premises by:

- a. posting clearly visible "no loitering" signs (lettering no less than 5 inches) on the interior and exterior of its premises and by asking loiterers to leave;
- b. installing and utilizing high intensity lighting in the rear and on the sides of its premises (lights shall remain on from dusk to dawn); and
- c. contacting the Metropolitan Police Department ("MPD") when necessary to ask its support in dispersing loiterers and in maintaining order. The Applicant shall maintain a log of its calls to MPD with the date, time, and nature of the call. The log will be made available to the Protestants, upon request, for review and/or copying.

7. Maintenance of Premises. Applicant shall maintain the exterior area immediately adjacent to its store clean, neat, and free of litter, will regularly inspect the adjacent public space, including the alley behind the establishment and will remove all litter including but not limited to bottles, cans, and paper at a minimum of eighteen (18) inches beyond the curb. The Applicant shall place trash receptacles inside and outside the market, and such receptacles will be emptied at a minimum of twice daily. The Protestants will use their best efforts to persuade the other businesses located on Upper Georgia Avenue, NW, including those that sell alcoholic beverages, to make similar efforts toward cleanliness.

8. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to Licensee:

MYRB Corporation
Mersha Abate, President
Geranium Market
7350 Georgia Avenue, N.W.
Washington, D.C. 20012

With a copy by mail, e-mail or fax to:

Andrew J. Kline, Esquire
1225 Nineteenth street, N.W.
Suite 320
Washington, D.C. 20036
Phone: (202) 686-7600
Fax: (202) 293-3130
akline@klinelawdc.com

If to Protestants:

ANC 4A
7600 Georgia Avenue, N.W.
Suite 404
Washington, D.C. 20012

With a copy by mail, e-mail or fax to:

Mose Lewis III, Esquire
Powers & Lewis
4201 Connecticut Avenue, N.W.
Suite 400
Washington, D.C. 20008
Phone: (202) 363-9740
Fax: (202) 363-6444
moselewis_powerslewis@att.net

Applicant may change the notice addresses listed above by written notice to the signatories hereto. Applicant shall provide a written response to any notification under this Agreement within five (5) business days.

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be concurrent with the filing of a complaint with the Alcoholic Beverage Control Board.

9. Alcoholic Beverage Hours of Sale. Applicant shall sell alcoholic beverages only between the hours of 9:00 a.m. and 10:00 p.m.

10. Signs and Posters. Applicant shall not place signs/posters on more than twenty-five (25%) percent of its windows and shall not stack merchandise in front of the windows so as 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 shall expeditiously remove or paint over any graffiti on its immediate premises (immediate environs).

11. Withdrawal of Protest. Protestants hereby withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the reissuance of Applicant's license.

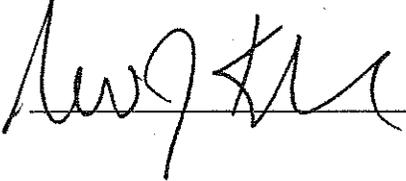
12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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

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

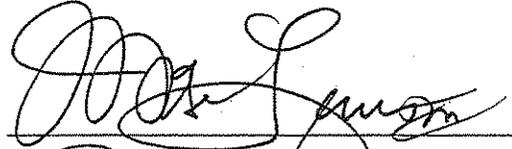
APPLICANT
MYRB Corporation

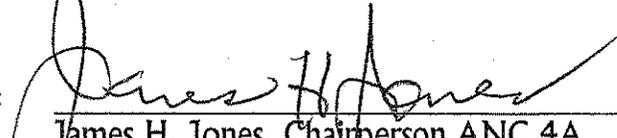
WITNESS



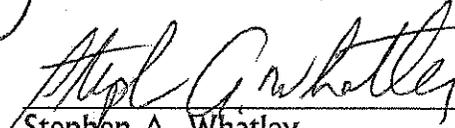
By: 
_____ Mersha Abate, President

PROTESTANTS:
Advisory Neighborhood Commission 4A

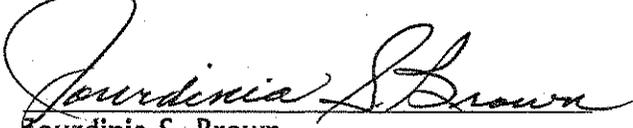


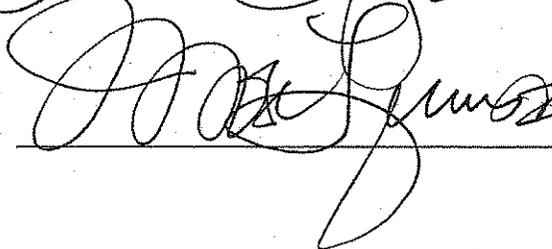
By: 
_____ James H. Jones, Chairperson ANC 4A

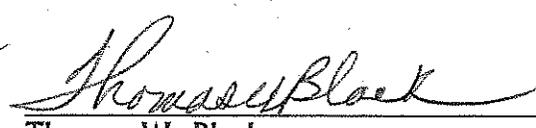


By: 
_____ Stephen A. Whatley



By: 
_____ Jourdinia S. Brown



By: 
_____ Thomas W. Black

(965)