

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

In the Matter of:

JH Topia, Inc.

t/a Patron Convenience Store

Application for Renewal of a
Retailer's Class B License

at premises

3235 Pennsylvania Avenue, SE

Washington, D.C. 20020

Case No.: 20-PRO-00056

License No.: ABRA-086085

Order No.: 2021-135

JH Topia, Inc., t/a Patron Convenience Store, Applicant

Tiffany L. Brown, Chairperson, Advisory Neighborhood Commission (ANC) 7B,
Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 7B'S PROTEST**

The Application filed by JH Topia, Inc., t/a Patron Convenience Store (Applicant), for Renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 21, 2020, and a Protest Status Hearing on January 7, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 7B have entered into a Settlement Agreement (Agreement), dated March 10, 2021, 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 Chairperson Tiffany L. Brown, on behalf of ANC 7B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 7B of this Application.

Accordingly, it is this 17th day of March 2021, **ORDERED** that:

1. The Application filed by JH Topia, Inc., t/a Patron Convenience Store, for renewal of its Retailer's Class B License, located at 3235 Pennsylvania Avenue, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7B in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 7B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430c9-6605f8e4b7200031d0c38

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae7728020e6a841b37282749c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d30ca2f0e145d77675eaf71a7e50e

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: bf2ca40b596b74099b19b55b738f1c6f

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e6f1845e1f0e4016155e6c12081c0

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172631f500-547401850f5c2a4180f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff0040ac14adab52541ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 II 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).

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 7B
and**

JH Topia, Inc. /Patron Convenience Store Retail – Class B - 086085

Pursuant to this Settlement Agreement, ("Agreement"), by and between JH Topia, INC t/a Patron Convenience Store ("Applicant") and Advisory Neighborhood Commission 7B ("ANC7B"), effective as of the date of its adoption by ANC7B, the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a renewal Class "B" License (ABRA-086085) ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for the conduct of business located at 3235 Pennsylvania Avenue, S.E., Washington, DC 20020 ("Premises").

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS Applicant and ANC7B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC7B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business in such a manner as to further promote the security, sanitation, peace, order, and quiet of the neighborhood in a manner that ANC7B deems to be in the best interests of the neighborhood; and

WHEREAS ANC7B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant shall manage and operate at the address a place that is regularly used for the sale of alcohol. The applicant will operate a Retailer's Class "B" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment;
 - b. The Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor, or ale to sell an individual container of the package if the container is less than 70 ounces;
 - c. The Applicant shall apply for and receive approval of an exemption as provided for in DC Code 25-346 (c)1 for the sale or delivery of an individual container of beer or ale of fewer than 70 ounces. However, Applicant shall not sell or deliver spirits (liquor) that are of volumes smaller than half-pints. Further, Applicant shall not divide a manufacturer's package of more than one container of wine, beer, malt liquor, ale, or spirits of less than 70 ounces, except for the purposes of "tastings".
 - d. The Applicant will discourage the illegal public consumption of alcohol inside, on the parking lot, or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management;

- e. The Applicant will not sell or provide cups or single servings of ice; and,
 - f. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC License.
3. **Hours of Operation and Sales.** The Applicant's hours of operation hours during which the sale of alcohol are permitted shall be as follows:
- Hours of Operation -- Sunday through Saturday 7:00 am -- 12:00 am
Sale of alcohol -- Sunday through Saturday 9:30 a.m. -- 10:00 p.m.
4. **Signage and Monitoring.** The applicant will strictly comply with D. C. Official Code and will use best efforts to prevent loitering, rowdiness, panhandling, and criminal activity within the immediate area in front or on the side of the Establishment:
- a. Post a "No Loitering / Panhandling" sign on the outside of the establishment;
 - b. Posting a notice kept in good repair and visible from point of entry, a sign which states:
 - i. the minimum age requirement for the purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document to purchase alcohol;
 - c. Calling MPD to report illegal activity within or immediately outside of the Premise;
5. **Trash Management and Maintenance.** Applicant will abide by the following conditions as it relates to trash management and maintenance of the public space adjacent to the establishment:
- a. Applicant shall contract with third-party sanitation or waste management and recycling vendor(s) to collect garbage and recyclable trash a minimum of two (2) days per week. However, during any public health emergency that impacts collections, the applicant can reduce the number of weekly collection to once a week for trash collection.
 - b. Applicant will ensure that garbage and recyclables shall be collected by a third-party waste management vendor at a time that is the least disruptive to the neighbors but shall not occur after 10:00 p.m. or before 7:00 a.m.;
 - c. Applicant shall dispose recyclable and non-recyclable trash in appropriate rodent-proof receptacles capable of being fully closed with tight-fitting lids;
 - d. All receptacles used for garbage and recyclable trash shall be maintained in good repair and in a safe and sanitary condition. Any damaged or leaking containers that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
 - e. Applicant will daily check the trash storage area and pick up or hose down any debris or liquid waste left behind after garbage or recycling receptacles have been emptied;

- f. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable pursuant to District regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.
 - i. Keeping its entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. The applicant shall monitor these areas sufficiently to ensure that refuse and other materials are promptly removed.
 - ii. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the D.C. Health.
 - iii. Removing snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.
- 6. ***Compliance with Agency Regulations.*** Applicant promises that it shall abide by ABRA, Department of Consumer and Regulatory Affairs (DCRA), DC Health, and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.
- 7. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 30 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 30-day period (or a breach which reasonably requires more than 15 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.
- 8. ***Cancellation of Previous Agreements.*** Except as otherwise explicitly provided herein, this Agreement shall have full force effect and shall constitute the agreement between the parties. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law. All other previous Voluntary or Settlement agreements are rendered null and void.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

APPLICANT:

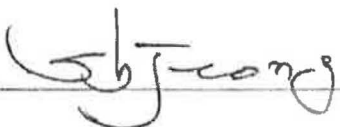
Name: JH Topia Inc. t/a Patron Convenience Store Retail

ABRA# 086085

Washington, DC 20020

E-mail: sbjeong65@yahoo.com

Subok Jeong, Owner

Signature: 

Date: 3/10/21

ANC 7B:

Advisory Neighborhood Commission 7B:

Washington, DC, 20020

7B@anc.dc.gov

Tiffany L. Brown, Chairperson ANC 7B

Signature: 

Date: 03-10-2021