

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

_____)
In the Matter of:)
)
Yoef, Inc.)
t/a Stanton Liquors)
)
Application for Renewal of a)
Retailer's Class A License)
)
at premises)
1044 Bladensburg Road, N.E.)
Washington, D.C. 20002)
_____)

Case No. 15-PRO-00038
License No. ABRA-071601
Order No. 2016-021

Yoef, Inc., t/a Stanton Liquors (Applicant)

Kathy Henderson, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF PROTEST OF
A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Yoef, Inc., t/a Stanton Liquors, 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 26, 2015, and a Protest Status Hearing on June 24, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated January 4, 2016, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

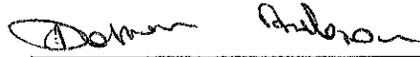
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Kathy Henderson, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

Accordingly, it is this 13th day of January, 2016, **ORDERED** that:

1. The Application filed by Yoef, Inc., t/a Stanton Liquors, for renewal of its Retailer's Class A License, located at 1044 Bladensburg Road, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and Kathy Henderson, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



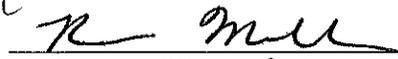
Donovan Anderson, Chairperson



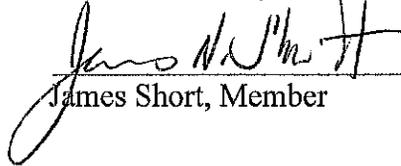
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 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, 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
BETWEEN
YOEF, INC T/A STANTON LIQUOR
AND
GROUP OF NINE PROTESTANTS**

This Settlement Agreement ("Agreement") is entered on this 4th day of January, 2016, between YOEF, INC. t/a STANTON LIQUOR ("Applicant") and the GROUP OF NINE PROTESTANTS, with Ms. Kathy Henderson as the group's authorized representative ("Protestant").

RECITALS

Applicant, a holder of a Class A, off-premises alcoholic beverage license, ABRA License Number 071601 ("Class A License"), seeks to renew its Class A license issued for its establishment located at 1044 Bladensburg Road, NE, Washington, DC 20002 ("Establishment") which is currently within the boundaries of Advisory Neighborhood Commission ("ANC") 5D;

Applicant and Protestant concluded negotiations to address Protestant's issues raised in its protest against the renewal of Applicant's Class A license, and now seek the approval by the District of Columbia Alcoholic Beverage Control Board (the "Board") of Applicant's license renewal application, conditioned upon on the Applicant's compliance with the terms of this Agreement;

The Parties acknowledge the existence of a settlement agreement dated May 8, 2009, between the Applicant and ANC 5B, which is no longer the Applicant's ANC as a result of redistricting of Ward 5 ANC boundaries;

NOW, the Parties hereby agree as follows:

1. Applicant agrees to operate the Establishment in compliance with all applicable alcoholic beverage laws and regulations in the District of Columbia.
2. Pursuant to DC Code § 25-781, Applicant shall not sell or deliver alcoholic beverages to a person under 21 years of age, an intoxicated person, or any person who appears to be intoxicated, or a person of notoriously intemperate habits.
3. Pursuant to DC Code § 25-726, Applicant shall take reasonable measures to ensure that the immediate environs of the establishment, including adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the licensee to conduct its business, are kept free of litter. Applicant shall also keep the interior customer area of the establishment free of built up dirt and grease.

4. Applicant shall continue to maintain trash, garbage and recycling material storage facilities in which all containers have lids that are kept securely closed at all times.
5. Applicant shall exercise due diligence to prevent and eliminate vermin infestation in and around the Establishment.
6. Applicant agrees to make the following improvements to the Establishment (collectively "Improvements"):
 - a. With respect to the Establishment's existing exterior building signage that is depicted in Exhibit A, and for purposes of this Agreement, referred to as "Vertical Sign", the Applicant agrees (i) to remove the Vertical Sign's existing lettering (as set forth in Exhibit A), and (ii) to paint the metal frame of the Vertical Sign. The removal of the existing lettering must be completed within thirty (30) days from the date the Board issues an order approving this Agreement, and may be accomplished by painting over the existing lettering. Applicant reserves the right to replace the signage of the Vertical Sign which shall not include the word "Liquor".
 - b. With respect to the Establishment's existing exterior building signage that is depicted in Exhibit B, and for purposes of this Agreement, referred to as the "Horizontal Sign", Applicant will install new signage.
 - c. Applicant shall repair floor tiles located in the Establishment's interior store area that is accessible by the public.
 - d. Applicant shall repaint the front exterior of the Establishment, and window grates depicted in Exhibit C. Applicant shall also paint the following areas located in the Establishment's customer area: ceiling and the metal trim of the door located between the customer and cashier area.
 - e. Applicant shall install additional video surveillance cameras in front of the store and lighting.
 - f. Applicant shall relocate or remove crates in the store to improve visibility of the interior of the store through the Establishment's front store window.
 - g. Applicant shall post a "No Loitering" sign on the exterior frontage of the Establishment.
 - h. Applicant shall post a sign on the exterior frontage of the Establishment to alert the public that the Establishment is monitored by security cameras.

- i. Applicant shall replace the front store windows of the Establishment with glass within one hundred eighty (180) days from the date the Board issues an order approving this Agreement. The obligation for window replacement as set forth in this Agreement shall not include the section of the store window that abuts the Establishment's cashier area.
 - j. Applicant shall request the removal of the pay phone that is located in front of the Establishment. Protestant shall submit a written request to ANC 5D for a letter by ANC 5D in support of Applicant's removal request and provide Applicant with a copy of the ANC 5D's letter of support.
 - k. Applicant shall remove existing trash receptacles, and replace them with new trash receptacles within the customer area of the establishment.
 - l. Applicant shall place two planters with plants in front of the establishment. Applicant has the right to remove any planter if it is damaged, or becomes a nuisance. Applicant shall not have the obligation to replace any planter if it is stolen or vandalized.
 - m. Prior to the execution of this Agreement by the parties, the parties acknowledge that the Applicant has taken steps to complete certain Improvements. The Parties agree that Applicant may satisfy any of the Improvements delineated in this Agreement prior to approval of this Agreement by the District of Columbia Alcoholic Beverage Control Board.
7. Applicant shall make every effort to prohibit and prevent loitering and criminal activity near the Establishment, including:
 - a. Calling the Metropolitan Police Department to report criminal activity;
 - b. Keeping a written record of dates and time when Metropolitan Police Department has been called for assistance;
 - c. Seeking Barring Notices
8. Applicant is encouraged to participate in ANC 5D meetings, if held, to the best of its ability. Protestant agrees to notify Applicant of such meetings.
9. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by Protestant in writing alleging such violation and given an opportunity to cure such violation within no more than ten (10) days. For purposes of Section 9 of this Agreement, all notice demands and requests (collectively "notice") which either party either is required to or may desire to serve upon the other shall be in writing and shall be sufficiently served upon such other party, by (a) mailing a copy thereof

by certified, postage prepaid addressed to the party to whom the notice is directed at the "Notice Address" of such party or (b) delivery by hand, to the party to whom the notice is addressed at the Notice Address. The Notice Address of each party is as follows:

For Protestant:

Ms. Kathy Henderson, Representative for the Group of Nine
1807 L Street, NE, Washington, DC 20002
Khenderson029@aol.com

For Applicant:

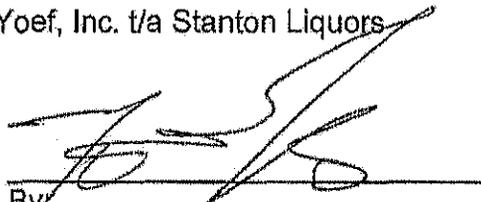
Yoef Inc. t/a Stanton Liquors
1004 Bladensburg Road, NE
Washington, DC 20002
yonathanh@yahoo.com

Each party shall promptly notify the other in writing of any change of address. Failure of Applicant to address and cure the violation within ten (10) days will result in Protestants forwarding said complaint to the Alcohol Beverage Administration (ABRA). Applicant understands that ABRA may issue fines after investigating and sustaining the complaint. Further, Applicant understands that three (3) alleged complaints within one calendar year shall result in an automatic protest of Applicants license during the next Protest period.

10. 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 executed this Agreement as of the date and year first above written.

APPLICANT
Yoef, Inc. t/a Stanton Liquors


By: _____
Its: _____

PROTESTANT
Group of Nine Protestants

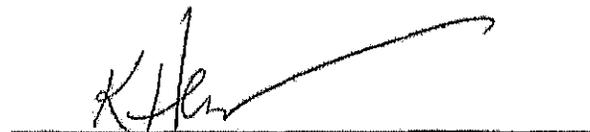

By: Kathy Henderson, 5DD5
Its: Protestant Representative

Exhibit A

VERTICAL
SIGN



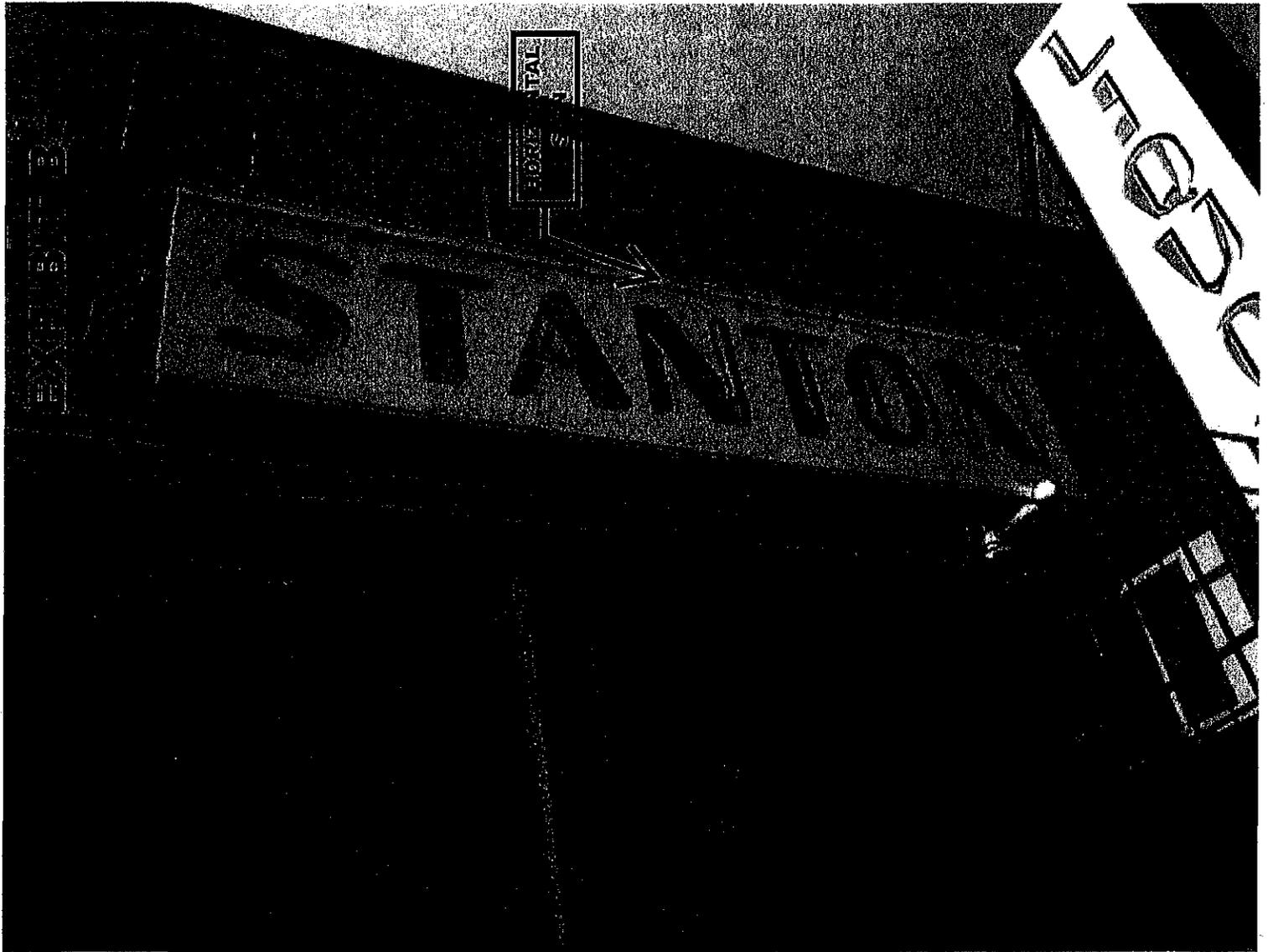


EXHIBIT C

STAMP

WINDOW
GRATE

1027

WINDOW
GRATE

