

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

In the Matter of:)	
)	
Y.O.K., Inc.)	
t/a Super Liquors)	
)	
Holder of a)	License No. ABRA-079241
Retailer's Class A License)	Order No. 2015-395
)	
at premises)	
1633 North Capitol Street, N.E.)	
Washington, D.C. 20002)	
)	

Y.O.K., Inc., t/a Super Liquors (Licensee)

Teri Janine Quinn, Chairperson, Advisory Neighborhood Commission (ANC) 5E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Y.O.K., Inc., t/a Super Liquors (Licensee), and ANC 5E have entered into a Settlement Agreement (Agreement), dated May 31, 2015, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Teri Janine Quinn, on behalf of ANC 5E, are signatories to the Agreement.

Accordingly, it is this 20th day of August, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement 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 5 – The following language shall be removed: “The paint color used to cover up graffiti shall be the same color as the rest of the building.”

Subsection 6(d) – The following language shall be modified to read as follows: “Keeping a written record of calls made to the MPD to report loitering which shall include, at minimum, the time and date of the call and the time MPD officers arrived to respond to the call and making that record available for inspection on request by the ABC Board.”

Section 16 – The following language shall be removed: “Any subsequent sales of alcohol to a person who has at any time been determined to have been a “straw-man” buyer will be deemed a willful violation of this Settlement Agreement.”

Section 17 – This Section shall be removed.

Section 19 – The following term shall be removed: “and assigns.”

Section 20 – The last sentence shall be modified to read as follows: “Any violation of any of the provisions of this Settlement Agreement shall be of great concern to the ANC and shall be considered just cause for the ANC to file a complaint with the ABC Board for enforcement of this Agreement.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 5E.

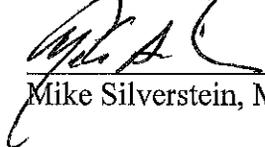
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

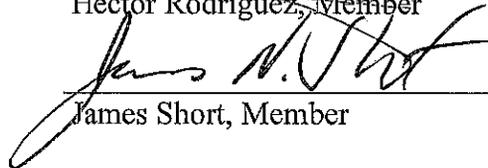

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member


Mike Silverstein, Member

Hector Rodríguez, 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, 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

Super Liquors and Advisory Neighborhood Commission 5E

WHEREAS, Super Liquors (the licensee) has applied to the Alcoholic Beverages Regulatory Administration (ABRA) for the renewal of a Class A license, license # ABRA- 079241 to offer alcoholic beverages for sale at its place of business at 1633 N Capitol St NE, Washington DC 20002; and

WHEREAS, the store is physically located in Single Member District 5E04 and within the Eckington Neighborhood; and

WHEREAS, a significant number of residents in 5E04 have voiced concerns that the licensed establishment continually fails to take reasonable steps to correct objectionable, nuisance conditions on and about the licensed premises and on abutting public sidewalks from the premises. The following are everyday occurrences: disturbances of the peace, public drunkenness, drinking in public, harassment of passersby, gambling, loitering, and public urination; and

WHEREAS, a significant number of residents have voiced concerns about the exterior condition of the building, including peeling and deteriorating paint, which presents both a public health issue and negatively affects local property values; and

WHEREAS, the licensee recognizes its obligation to act responsibly as a good corporate citizen of the community in which it does business and to cooperate with ANC5E in ensuring that the immediate vicinity of the store is maintained in as safe and as sanitary a condition as possible;

NOW, THEREFORE, in consideration of the Licensee's commitment to fully comply with this Settlement Agreement, ANC5E agrees to withdraw its protest of the renewal of License Number ABRA-079241. Specifically the terms of this settlement agreement are as follows:

1. The Licensee will comply with all laws and regulations; in effect in the District of Columbia at the time of the signing of this settlement agreement or coming into effect at any time during the tenure of the Licensee's renewed license, governing the operations of Class A Retail licensed businesses.
2. The Licensee and its officers, employees and agents will cooperate with ANC5E, the Eckington Civic Association, and any appropriate District of Columbia enforcement agency, to take timely action to correct and remedy any alleged violations of the laws and regulations of the District of Columbia as soon as the Licensee, of its own accord or by notice from ANC5E or any agency of the District of Columbia, becomes aware that said violations have been observed.

3. The Licensee will not sell alcoholic beverages before or after Alcoholic Beverage Control (ABC) regulated hours.
4. To keep the public space surrounding its business free of litter, trash and debris the Licensee through its employees and/or agents, will conduct a litter check of its Immediate environs (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, sidewalk, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business") no more than two hours after opening for business each day and every two hours during the day until closing. The licensee will conduct a litter check one final time before closing each day. The Licensee will remove and dispose of any litter, trash and debris that are found during its litter checks. The Licensee shall maintain trash containers that are locked from public use to prevent dumping on the environs. The Licensee shall engage in pest control in and around its premises.
5. The Licensee will maintain the exterior walls of the building to be free of peeling or deteriorating paint. The Licensee will promptly remove or paint over any graffiti written on the exterior walls of the store. The Licensee agrees to work with building owner to address the entire exterior of 1633 N Capitol Street NE, not simply the first floor, so that it is free of deteriorating paint and graffiti. The paint color used to cover up graffiti shall be the same color as the rest of the building.
6. The Licensee will take reasonable steps to prohibit and prevent loitering in front of the store. The steps shall include, at a minimum:
 - a. Posting of prominent "no loitering" signs on the exterior of the store.
 - b. Asking loiterers to move on when observed.
 - c. Calling the Metropolitan Police Department (MPD) immediately to report any loiterers who do not leave when asked or for whom the Licensee's employees do not feel safe in addressing.
 - d. Keeping a written record of calls made to the MPD to report loitering which shall include, at minimum, the time and date of the call and the time MPD officers arrived to respond to the call and making that record available for inspection on request by MPD or ANC5E or the Eckington Civic Association.
7. 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".
8. The licensee will not sell or provide miniature bags of ice to customers.

9. The licensee will not make single sales of beer, malt liquor or fortified wines. Similarly, the Licensee will not attempt to circumvent the spirit of this provision by re-packaging singles into two-packs or three-packs and will only sell alcoholic beverages in their original manufacturer's/ distributor's packaging. When selling alcoholic beverages other than beer, malt liquor and fortified wines that are originally packaged in single bottles, the Licensee will deliver such products to its customers in clear, transparent bags only.
10. The licensee will not sell 1) single cigarettes, 2) rolling papers, 3) crack bags or vials, or 4) any form of drug paraphernalia at the store.
11. The licensee will not advertise any alcoholic beverages or tobacco products on the exterior walls or windows of the store.
12. The Licensee will post signs, in English and Spanish, on the exterior walls of the store, advising the public that the Licensee will not sell alcoholic beverages to persons who are visibly intoxicated.
13. The Licensee will not sell or deliver any form of alcoholic beverage to any person whom MPD has advised the Licensee has a recent history of arrests for public intoxication or driving a motor vehicle while intoxicated or impaired ("recent history of arrests" being defined as two or more arrests within the most recent three year period).
14. The Licensee will require any person seeking to purchase alcoholic beverages, who to outward appearances appears to be under the age of 35, to produce photo identification proving that he or she is at least 21 years of age before the Licensee sells alcohol to such person.
15. The Licensee will not sell alcoholic beverages to "straw-man" buyers. For purposes of this provision, a "straw-man" is a person, male or female, who is not otherwise ineligible to purchase alcohol under D.C. law or the provisions of this Settlement Agreement but who the license has reason to believe is attempting to buy alcohol for a person or persons who is or are prohibited from buying alcohol by D.C. law or under provisions 12, 13, or 14 of this Settlement agreement.
16. Should the licensee, despite its best efforts to comply with Provision 15 of this Separation Agreement, learn that a customer to whom it sold alcohol was a "straw-man" buyer, the Licensee agrees that it will not sell alcoholic beverages to that "straw-man" buyer" again. Any subsequent sales of alcohol to a person who has at any time been determined to have been a "straw-man" buyer will be deemed a willful violation of this Settlement Agreement.
17. In the event the Licensee decides to sell, in whole, or in part, its interest in the business it operates out of the store, the Licensee will provide ANC5E with a written notice of its intention to sell at least ninety (90) days prior to the closing date of such sale. The

notice shall specify the proposed closing date of the sale and the name(s) and business address(es) of the buyer(s).

18. The licensee agrees to post a copy of this Settlement Agreement in a conspicuous place inside the store, alongside its ABC license.
19. Each of the provisions of this Settlement Agreement is binding of all of the Licensee's employees, officers, representatives and assigns.
20. If and when the renewal application for the Licensee's License Number ABRA-079241 is approved by ABRA, the provisions of this Settlement Agreement shall be deemed part of the conditions of the Licensee's ABC license and shall remain in force for so long as the license remains valid. Any violation of any of the provisions of this settlement Agreement shall be deemed a per se violation of the Licensee's ABC license and shall be considered just cause for the ABC Board to immediately suspend or revoke said license.

THE PARTIES HERETO INDICATE THEIR ACCEPTANCE OF THESE TERMS BY AFFIXING THEIR SIGNATURES BELOW ON THE DATES SO INDICATED:

For the license:

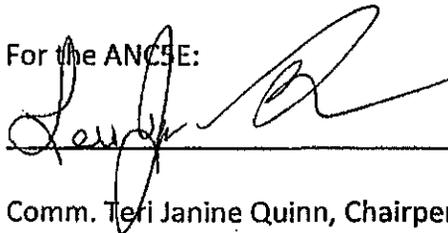
Y.O.K

Date: 05-27-15

Yeng Kam

Date: 05-27-15

For the ANCSE:



Date: 5/31/15

Comm. Teri Janine Quinn, Chairperson-ANCSE