

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

In the Matter of:	)	
	)	
Richard Liquors, LLC	)	
t/a Walter Johnson Liquors	)	
	)	
Application for Renewal of a	)	Case No. 15-PRO-00028
Retailer's Class A License	)	License No. ABRA-075411
	)	Order No. 2015-356
at premises	)	
1542 North Capitol Street, N.W.	)	
Washington, D.C. 20001	)	

Richard Liquors, LLC, t/a Walter Johnson Liquors (Applicant)

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 AND  
WITHDRAWAL OF PROTEST OF ANC 5E**

The Application filed by Richard Liquors, LLC, t/a Walter Johnson 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 11, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 5E have entered into a Settlement Agreement (Agreement), dated June 16, 2015, 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 Chairperson Teri Janine Quinn and Commissioners Sally Hobough and Bradley A. Thomas, on behalf of ANC 5E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5E of this Application.

Accordingly, it is this 15th day of July, 2015, **ORDERED** that:

1. The Application filed by Richard Liquors, LLC, t/a Walter Johnson Liquors, for renewal of its Retailer's Class A License, located at 1542 North Capitol Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5E in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 13 – The following sentence shall be modified to read as follows: “The Licensee will not sell or deliver any form of alcoholic beverage to any person of intemperate habits pursuant to D.C. Official Code § 25-781(3). This includes individuals 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).”

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: “assigns.”

Section 20 – The following language shall be removed: “...and shall be considered just cause for the ABC Board to immediately suspend or revoke said license.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 5E.

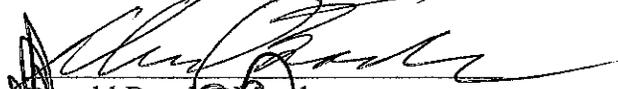
District of Columbia  
Alcoholic Beverage Control Board



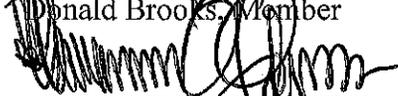
Ruthanne Miller, Chairperson



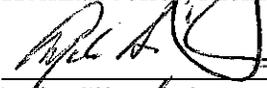
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



Hector 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 14<sup>th</sup> 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

**Richard Liquors, LLC trading as Walter Johnson Liquors and  
Advisory Neighborhood Commission 5E (ANC5E)**

WHEREAS, Richard Liquors, LLC (the Licensee) has applied to the Alcoholic Beverage Regulation Administration (ABRA) for the renewal of a Class A license, License Number ABRA-075411, to offer alcoholic beverages for sale at its place of business at 1542 North Capitol Street, N.W., Washington, DC 20001, (hereinafter referred to as "the store") under the trade name "Walter Johnson Liquors"; and

WHEREAS, the store is physically located in Single Member District 5E05 (SMD5E05) but is in very close proximity to residents living in Single Member Districts 5E04 (SMD5E04) and 5E06 (SMD5E06); and

WHEREAS, a significant number of residents of SMD5E05, as well as residents in SMD5E04 and SMD5E06 have voiced concerns about public safety and sanitation issues in the immediate vicinity of the store, including but not limited to the alleged sale of individual "go-cups" of alcoholic beverages, excessive loitering in front of the store, public urination on the street and in the nearby alley and excessive litter near the store; 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 condition as possible;

NOW, THEREFORE, in consideration of the Licensee's commitment to fully comply with the terms of this Settlement Agreement, ANC5E agrees to withdraw its protest of the renewal of License Number ABRA-07511. 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, 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) Board 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, sidewalks, 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 throughout the day until closing. The licensee will conduct a litter check one final time within no more than one hour after closing each day. The Licensee will remove and dispose of any litter, trash or debris that is found during its litter checks.

5. The Licensee will take reasonable steps to prohibit and prevent loitering in front of the store. Those steps will include, at a minimum:

- a. Posting of prominent "no loitering" signs on the outside 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 to not feel safe in addressing.
- d. Keeping a written record of calls made to MPD to report loitering which shall include at, a minimum, the time and date of the call and the time MPD officers arrived to respond to the call, and making that written record available for inspection on request by MPD or ANC5E.

6. 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."

7. The Licensee will not sell or provide miniature bags of ice to customers.

8. The Licensee will not make single sales of beer, malt liquor or fortified wines except in clear, transparent plastic bags

9. 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.

10. The Licensee will not advertise any alcoholic beverages or tobacco products on the exterior walls of the store.

11. The Licensee will promptly remove or paint over any graffiti written on the exterior walls of the store.

12. The Licensee will post signs in English and in 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 by 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 Licensee has reason to believe is attempting to buy alcohol on behalf of any 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 are binding of all of the Licensee's employees, officers, agents, representatives and assigns.

20. If and when the renewal application for Licensee's License Number ABRA-075411 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:

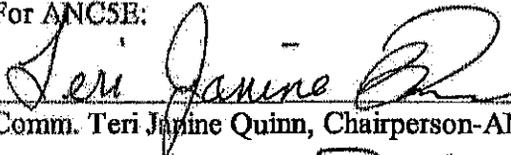
For the Licensee:



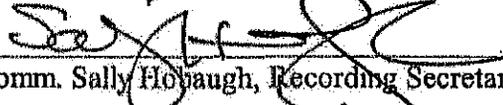
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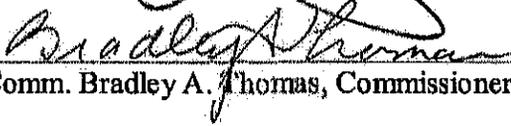
For ANC5E:

  
Comm. Teri Janine Quinn, Chairperson-ANC5E

Date: 6/16/15

  
Comm. Sally Hobaugh, Recording Secretary-ANC5E

Date: 6/16/15

  
Comm. Bradley A. Thomas, Commissioner-ANC5E05

Date: 6/16/15