

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

**In the Matter of:**

T Jiya Sohal Corporation  
t/a Sunset Wine & Spirit

Holder of a  
Retailer's Class A License

at premises  
1627 1st Street, NW  
Washington, D.C. 20001

License No.: ABRA-095926  
Order No.: 2019-119

T Jiya Sohal Corporation, t/a Sunset Wine & Spirit (Licensee)

Bradley A. Thomas and Karla M. Lewis, Commissioners, on behalf of Advisory  
Neighborhood Commission (ANC) 5E

Kyle Thomas, President, Bates Area Civic Association, Inc.

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

---

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

---

The official records of the Alcoholic Beverage Control Board (Board) reflect that ANC 5E, Bates Area Civic Association, Inc., and a previous holder of a Retailer's Class A license for the premises located at 1627 1st Street, NW, Washington, D.C., entered into a Settlement Agreement (Agreement), dated July 17, 2012, and an Amendment to Settlement Agreement (Amendment), dated May 15, 2013. T Jiya Sohal Corporation, t/a Sunset Wine & Spirit (Licensee), as the subsequent and current holder of that license is

required to comply with the terms of the Agreement, because it governs the operations of the Licensee's establishment.

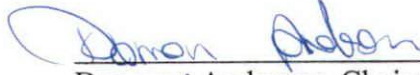
This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated February 19, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioners Bradley A. Thomas and Karla M. Lewis, on behalf of ANC 5E; and Kyle Thomas, on behalf of Bates Area Civic Association, Inc.; are signatories to the Second Amendment.

Accordingly, it is this 6th day of March, 2019, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement and Amendment to Settlement Agreement not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 5E, and Bates Area Civic Association, Inc.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member

James Short, Member



Bobby Cato, Member

Rema Wahabzadah, 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 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).

**SECOND AMENDMENT OF SETTLEMENT AGREEMENT  
(FORMERLY ENTITLED "VOLUNTARY AGREEMENT") WITH RESPECT TO THE  
OPERATIONS OF SUNSET WINE & SPIRIT @ 1627 1<sup>ST</sup> ST NW**

THIS SECOND AMENDMENT OF THE SETTLEMENT AGREEMENT (formerly entitled "Voluntary Agreement") is made on this 19<sup>th</sup> day of February, 2019 by and between T JIYA SOHAL CORPORATION, trading as SUNSET WINE & SPIRIT ("the Applicant") and the BATES AREA CIVIC ASSOCIATION, INC. and ADVISORY NEIGHBORHOOD COMMISSION 5E ("ANC5E") by and through its SINGLE MEMBER DISTRICT (SMD) COMMISSIONER representing ANC5E06 ("the Protestants"). This Second Amendment further amends the terms of the Voluntary Agreement originally executed by the parties on July 17, 2012 ("the 2012 Voluntary Agreement") and subsequently amended by the First Amendment of Voluntary Agreement executed by the parties on May 15, 2013 ("the 2013 Voluntary Agreement Amendment").

**RECITALS**

**WHEREAS**, the Applicant and the Protestants entered into the 2012 Voluntary Agreement on July 17, 2012, (prior to the realignment of Advisory Neighborhood Commission and Single Member District boundaries<sup>1</sup>) to resolve issues related to the Applicant's request for renewal of its Class A Retail Liquor License for the location of 1627 1<sup>st</sup> Street, N.W., Washington, DC 20001 ("the Establishment"); and

**WHEREAS**, because of the fact that at the time of the execution of the 2012 Voluntary Agreement, retail establishments were prohibited by law from making sales of alcoholic beverages on Sundays, the 2012 Voluntary Agreement included a provision prohibiting such Sunday sales; and

**WHEREAS**, after District of Columbia law was amended to permit alcoholic beverage sales on Sundays<sup>2</sup>, the Applicant and the Protestants executed the 2013 Voluntary Agreement Amendment, amending Section 8(d) of the 2012 Voluntary Agreement to permit the Applicant to open for business no earlier than 12:00 pm and close no later than 6:00 pm on Sundays; and

**WHEREAS**, having recognized that since the execution of the 2013 Amended Voluntary Agreement, the Applicant has made exemplary efforts to successfully resolve the issues that gave rise to the original protest and subsequent execution of the 2012 Voluntary Agreement, the Protestants desire to reward the Applicant's efforts by agreeing to an expansion of the

---

<sup>1</sup> Following the 2010 U.S. Census, the District of Columbia undertook a realignment of its Ward, Advisory Neighborhood Commission (ANC) and ANC Single Member District (SMD) boundaries. Under the realignment, which went into effect on January 2, 2013, the Establishment remained in Ward 5 but shifted from ANC5C to ANC5E and from SMD 5C01 to SMD 5E06.

<sup>2</sup> On January 15, 2013, Mayor Vincent Gray signed into law a bill passed by the D.C. Council permitting retailers to sell alcoholic beverages on Sundays in the District of Columbia. Prior to enactment of that legislation, Sunday sales by Class A Retail Liquor Licensees were prohibited.


Applicant's Sunday operating hours to bring them in line with those of competing retail establishments in the neighborhood.

NOW, THEREFORE, in consideration of the recitals set forth above, the Parties agree that Section 8(d) of the 2012 Voluntary Agreement, as amended by the 2013 Voluntary Agreement Amendment, is further amended as follows:


d. Applicant will open for business no earlier than 10:00 am Sunday through Saturday. Applicant will close for business no later than 7:00 pm on Sunday, no later than 10:00pm Monday through Thursday and no later than 11:00 pm on Friday and Saturday. All other terms and conditions that are not hereby amended are to remain in full force and effect.

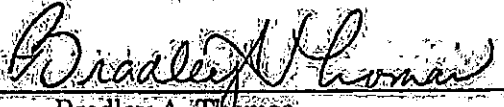
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.


APPLICANT:

Signature:   
Printed Name: Gurmeet Singh  
Applicant: T Jiya Sohal Corporation  
Address: 1627 1<sup>st</sup> Street, N.W.  
Washington, DC 20001

PROTESTANTS:

Signature:   
Printed Name: Kyle A. Thomas  
Capacity: President-Bates Area Civic Association, Inc.  
Email Address: thomkyle@gmail.com

Signature:   
Printed Name: Bradley A. Thomas  
Capacity: Chair-Advisory Neighborhood Commission 5E  
Email Address: 5e05@anc.dc.gov

Signature:   
Printed Name: Karla M. Lewis  
Capacity: SMD Commissioner-ANC 5E06  
Email Address: 5e06@anc.dc.gov

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

**In the Matter of:**

Carnival, Inc.  
t/a Sunset Liquors

Holder of a  
Retailer's Class A License

at premises  
1627 1<sup>st</sup> Street, N.W.  
Washington, D.C. 20001

License No. ABRA-060657  
Order No. 2013-284

Carnival, Inc., t/a Sunset Liquors (Licensee)

Dianne Barnes, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)  
5E

Geovani Bonilla, President, Bates Area Civic Association, Inc.

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Mike Silverstein, Member  
Herman Jones, Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Carnival, Inc., t/a Sunset Liquors, (Licensee), ANC 5E, and the Bates Area Civic Association, Inc. entered into a Settlement Agreement (Agreement), dated July 17, 2012, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated May 15, 2013, in accordance with D.C. Official Code § 25-446 (2001).

**Carnival, Inc.**  
**t/a Sunset Liquors**  
**License No. ABRA-060657**  
**Page 2**

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Dianne Barnes and Commissioner Teri Janine Quinn, on behalf of ANC 5E; and Geovani Bonilla, on behalf of the Bates Area Civic Association, Inc., are signatories to the Amendment.

Accordingly, it is this 12th day of June, 2013, **ORDERED** that:

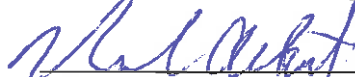
1. The above-referenced Amendment to Settlement Agreement, dated May 15, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 5E, and Geovani Bonilla, on behalf of the Bates Area Civic Association, Inc.

**Carnival, Inc.**  
**t/a Sunset Liquors**  
**License No. ABRA-060657**  
**Page 3**

District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



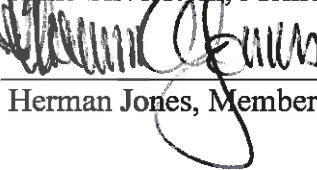
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration 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, D.C. 20009.



## FIRST AMENDMENT OF VOLUNTARY AGREEMENT

THIS FIRST AMENDMENT OF VOLUNTARY AGREEMENT ("Amendment") is made on this 15 day of May, 2013, by and between CARNIVAL, INC. trading as SUNSET LIQUORS ("Applicant") and the BATES AREA CIVIC ASSOCIATION, INC., and ADVISORY NEIGHBORHOOD COMMISSION (ANC) 5E by and through its SINGLE MEMBER DISTRICT COMMISSIONER (SMD) for ANC 5E06 ("Protestants").<sup>1</sup> This Amendment amends the Voluntary Agreement the Applicant and Protestants executed on July 17, 2012 ("2012 Voluntary Agreement").

### WITNESSETH

WHEREAS, the Applicant and Protestants entered the 2012 Voluntary Agreement on July 17, 2012 to resolve issues related to the Applicants request for renewal of its Class A Retail Liquor License for the location of 1627 1<sup>st</sup> Street, N.W., Washington, DC 20001 ("the Establishment"); and

WHEREAS, pursuant to the 2012 Voluntary Agreement, the Applicants and Protestants agreed that the Applicant would be subject to a six month Probationary Period during which time the Applicant's hours of operation would be restricted and that after the Probationary Period, provided that the Applicant had complied with the terms of the 2012 Voluntary Agreement, the Protestants would not oppose Applicants request to extend its hours of operation; and

WHEREAS, pursuant to the 2012 Voluntary Agreement and the then-applicable laws of the District of Columbia, the Applicant is specifically prohibited from making sales of alcoholic beverages on Sundays; and

WHEREAS, pursuant to the District of Columbia's newly implemented legislation, liquor stores are now eligible to make sales of alcoholic beverages on Sundays.

NOW THEREFORE, it is mutually understood and agreed by and between the undersigned contracting parties to amend the 2012 Voluntary Agreement, effective April, 2013, as follows:

Section 8(d) of the 2012 Voluntary Agreement is hereby amended to read:

d. Applicant will open for business no earlier than 10:00 a.m. Monday through Saturday. Applicant will close for business no later than 10:00 p.m. on Monday through Thursday and no later than 11:00 pm on Friday and Saturday. Applicant will open for business no earlier than 12:00 p.m. and close no later than 6:00 p.m. on Sunday.

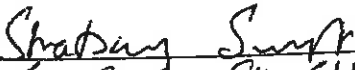
---

<sup>1</sup> The preceding Voluntary Agreement executed on July 17, 2012, was made between the Applicant, the Bates Area Civic Association, Inc., and ANC 5C through its SMD Commissioner for ANC 5C01. Pursuant to the District of Columbia's redistricting adjustments, the Ward 5 ANC jurisdictional lines were redrawn such that as of January 1, 2013, the Applicant's establishment falls within the boundaries of the newly created ANC 5E and the 5E06 SMD. As such, the parties agree that any duties, rights, obligations or responsibilities assigned or owed to ANC 5C or the Commissioner for the ANC 5C01 SMD pursuant to the 2012 Voluntary Agreement shall be assumed by ANC 5E and the Commissioner for ANC 5E06.

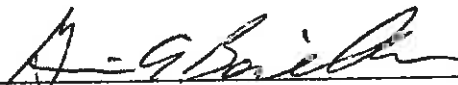
All other terms and conditions that are not hereby amended are to remain in full force and effect.

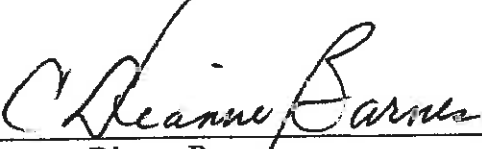
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

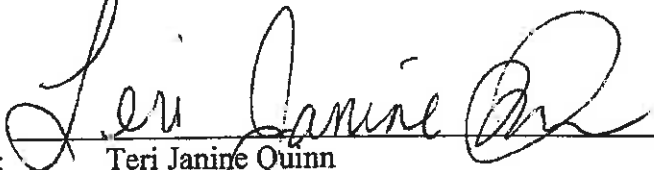
**APPLICANT:**

Signature:   
Printed Name: SHARAD SINGH  
Applicant: Carnival, Inc.  
Address: 1627 First Street, N.W.  
Washington, DC 20001

**PROTESTANTS:**

Signature:   
Printed Name: Geovani Bonilla  
In the Capacity of: President-Bates Area Civic Association, Inc.  
Address: 89 P Street, N.W.  
Washington, DC 20001

Signature:   
Printed Name: Dianne Barnes  
In the Capacity of: Chairman-ANC 5E  
Address: 5E09@anc.dc.gov

Signature:   
Printed Name: Teri Janine Quinn  
In the Capacity of: Commissioner-SMD ANC 5E06  
Address: 1708 Second Street, NW  
Washington, DC 20001

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

**In the Matter of:** )  
 )  
Carnival, Inc. )  
t/a Sunset Liquors )  
 )  
Application for Renewal of a )  
Retailer's Class A License )  
 )  
at premises )  
1627 1<sup>st</sup> Street, N.W. )  
Washington, D.C. 20001 )  
 )

Case No. 12-PRO-00056  
License No. ABRA-060657  
Order No. 2012-336

Carnival, Inc., t/a Sunset Liquors (Applicant)

Ronnie L. Edwards, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 5C

Geovani Bonilla, President, Bates Area Civic Association, Inc.

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF ANC 5C'S PROTEST**

The Application filed by Carnival, Inc., t/a Sunset 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 June 4, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant, ANC 5C, and Bates Area Civic Association, Inc., have entered into a Voluntary Agreement (Agreement), dated July 17, 2012, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

**Carnival, Inc.**  
**t/a Sunset Liquors**  
**Case No. 12-PRO-00056**  
**License No. ABRA-060657**  
**Page 2**

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ronnie L. Edwards, on behalf of ANC 5C; and Geovani Bonilla, on behalf of Bates Area Civic Association, Inc., are signatories to the Agreement.

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

Accordingly, it is this 8<sup>th</sup> day of August, 2012, **ORDERED** that:

1. The Application filed by Carnival, Inc., t/a Sunset Liquors, for renewal of its Retailer's Class A License, located at 1627 1<sup>st</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5C in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreements 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 3(h) (Cleanliness and Condition of Premises) – The following sentence shall be modified to read as follows: "Applicant shall maintain planters, flora, and shrubbery around the exterior of the Establishment, shall maintain exterior walls facing First Street, N.W., free from signage advertising alcoholic products and shall maintain a security gate on the exterior entranceway of the Establishment facing Florida Avenue, N.W.

Section 8(a) and (b) (Cooperation with the Community) shall be removed.

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Licensee, ANC 5C, and Bates Area Civic Association, Inc.


**Carnival, Inc.**  
**t/a Sunset Liquors**  
**Case No. 12-PRO-00056**  
**License No. ABRA-060657**  
**Page 3**

District of Columbia  
Alcoholic Beverage Control Board


  
Ruthanne Miller, Chairperson

  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Calvin Nophlin, Member

  
Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration 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, D.C. 20009.

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 17 day of July, 2012, by and between CARNIVAL, INC. trading as SUNSET LIQUORS ("Applicant") and the BATES AREA CIVIC ASSOCIATION, INC., and ADVISORY NEIGHBORHOOD COMMISSION (ANC) 5C by and through its SINGLE MEMBER DISTRICT COMMISSIONER for ANC 5C01 ("Protestants").

### WITNESSETH

WHEREAS, Applicant has filed for renewal of its Class A Retail Liquor License for the location of 1627 1<sup>st</sup> Street, N.W., Washington, DC 20001 ("the Establishment"); and

WHEREAS, Protestants have protested the renewal of Applicant's license; and

WHEREAS, the parties voluntarily enter into this Agreement and request that the Alcohol Beverage Control Board ("the ABC Board") approve Applicant's application conditioned upon Applicant's compliance with the terms set forth herein.

NOW THEREFORE, in consideration of the above recitals 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. **Compliance With Law:** Applicant shall comply with all laws and regulations governing the operation of the Establishment, including laws and regulations governing the Class A license to which the agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.
3. **Cleanliness and Condition of Premises:** Applicant shall take all reasonable measures to assure that the immediate environs of the Establishment are kept free of litter and debris. "Immediate environs" is defined in DCMR 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
  - a. Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, at 10:00 am and once again with one hour of closing on days the Establishment is open. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the Establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.

- b. Applicant shall maintain tree boxes and public space surrounding its property clean to enhance and support the beautification of the neighborhood.
  - c. Applicant shall remove snow and ice from the sidewalk and follow all applicable D.C. laws and regulations with respect to snow and ice removal.
  - d. Applicant shall not support the installation of any pay phones around the Establishment.
  - e. Applicant shall install and maintain high-intensity flood-lights on the exterior of the Establishment so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the Establishment.
  - f. Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the Establishment including following, at a minimum, the recommendations and guidelines of the Rodent and Vector Control Division of the D.C. Department of Health.
  - g. Applicant shall generally maintain the Establishment in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the Establishment.
  - h. Applicant shall maintain planters, flora and shrubbery around the exterior of the Establishment in a decorative fashion, shall maintain exterior walls facing First Street, N.W. free from signage advertising alcoholic products and shall maintain a security gate on the exterior entranceway of the Establishment facing Florida Avenue, N.W.
  - I. Applicant shall install and maintain a security gate to control access to the stairwell to the First Street basement entrance to the Applicant's Establishment.
4. **Loitering.** The parties recognize that loitering in and around the Establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front of, and in the rear of the Establishment, including:
- a. Asking loiterers to move on when they are observed outside the Establishment;
  - b. Calling the Metropolitan Police Department ("MPD") to remove loiterers if they refuse Applicant's request to move on;
  - c. Calling MPD if illegal activity is observed;

- d. Keeping a written record ("log") of dates and times when MPD has been called for assistance; and
  - e. Providing copies of the log to the Board during future hearings before the ABC Board involving applications for renewal or other contested proceedings involving Applicant's license.
5. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. Applicant shall cooperate with MPD and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by MPD three or more times in any one year and who MPD has so identified by name and photograph to Applicant. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21 and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be prominently posted on signs in the Establishment.
6. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or tobacco products in windows so as to obstruct visibility into the Establishment. Applicant shall not advertise alcoholic beverages or tobacco products on the exterior walls of the premises.
7. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide "go cups" (as defined in DCMR 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no fewer than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes, plastic bags smaller than sandwich size in non pre-packaged form, or any other form of drug paraphernalia.
8. **Cooperation with the Community.** Applicant shall make reasonable efforts to cooperate with the community, including but not limited to, adhering to each of the following commitments:
- a. Applicant will work closely with and participate in one or more District of Columbia based small business programs through the Department of Small and Local Business Development, such as North Capitol Main Street's (NCMS) Storefront Improvement Project, to improve upon its physical appearance and building condition, so long as said program is free to the owner.
  - b. Applicant will furnish information to NCMS, through its representative, as may be necessary to become eligible to participate in any programs designed to assist small business owners with facade improvement, such as Clean Hands from the Office of



**Tax and Revenue.**

- c. Applicant will work closely with the Civic Association and with the Advisory Neighborhood Commission which represents the neighborhood in which the Establishment is located to promote neighborhood collaboration, beautification and resolution of common problems.
  - d. Applicant will open for business no earlier than 10:00 a.m. and close no later than 10:00 p.m. on any day that it operates its Establishment. Applicant will not open for business on Sunday. With regard to the hours of operation designated in this paragraph, the parties will consider the first six months after ratification of this voluntary agreement by the Alcoholic Beverage Control Board a "Probationary Period". If Applicant demonstrates itself to be a good neighbor by complying with all terms of this Voluntary Agreement during the Probationary Period, Protestants will not object to Applicant's request to modify this paragraph to allow for the Establishment to operate until 11:00 p.m. on Friday and Saturday.
9. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcoholic beverages before or after ABC Board regulated hours.
  10. **Participation in ANC Meetings.** Applicant shall open dialog with the community and cooperatively address and control any problems associated with its operations.
  11. **License Ownership.** Applicant agrees to abide by all ABC Board regulations regarding the ownership and transfer of the Applicants's license.
  12. **Binding Effect.** This Agreement shall be binding upon and enforceable against Applicants assignees and successors-in-interest.
  13. **Notices of Violation.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against applicant on the basis of such violation is undertaken. A material violation of this Agreement or its ABC license by Applicant which has not been corrected after 30 days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed received upon mailing.
  14. **Counterparts.** 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 hereto have executed this Agreement effective as of the date

first written above.

**APPLICANT:**

Signature: Shabeen Singh  
Printed Name: Shabeen Singh  
Applicant: Carnival, Inc.  
Address: 1627 First Street, N.W.  
Washington, DC 20001

**PROTESTANTS:**

Signature: Geovani Bonilla  
Printed Name: Geovani Bonilla  
In the Capacity of: President-Bates Area Civic Association, Inc.  
Address: 89 P Street, N.W.  
Washington, DC 20001

Signature: Ronnie Edwards  
Printed Name: Ronnie Edwards  
In the Capacity of: Chairman-ANC 5C  
Address: P.O. Box 26183  
Washington, DC 20001

Signature: Bradley Thomas  
Printed Name: Bradley A. Thomas  
In the Capacity of: Commissioner-SMD ANC 5C01  
Address: 107 P Street, N.W.  
Washington, DC 20001



Carnival, Inc.  
t/a Sunset Liquors  
License No.: 60657  
Page Two

It is hereby **ORDERED** on this 5<sup>th</sup> day of August, 2009, that Board Order Number 2009-144 is **CORRECTED** to read "Class A" in each reference to the class of the license for Carnival, Inc., t/a Sunset Liquors. The Board adopts and incorporates the Voluntary Agreement as if it stated "Class A" in each reference to the license class because the Board believes this to have been a typographical error.

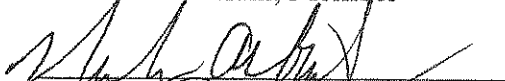
District of Columbia  
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



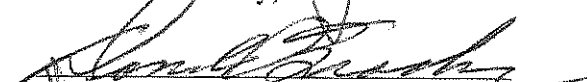
Mital M. Gandhi, Member



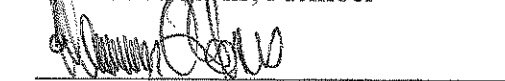
Nick Alberti, Member



Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, Member

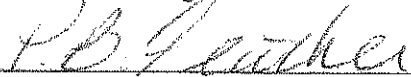


Carnival, Inc.  
t/a Sunset Liquors  
License No. 60657  
Page Two

Accordingly, it is this 10<sup>th</sup> day of June 2009, **ORDERED** that:

1. The Application filed by Carnival, Inc., t/a Sunset Liquors for a Retailer's Class B license located at 1627 First Street, N.W., Washington, D.C., is **GRANTED**,
2. The Protest in this matter is hereby **WITHDRAWN**,
3. This above-referenced Voluntary 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, Protestant and ANC 5C01.

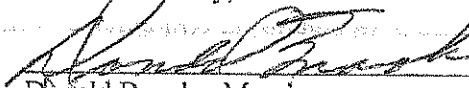
District of Columbia  
Alcoholic Beverage Control Board

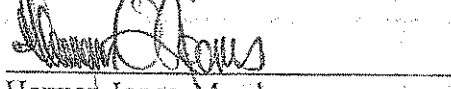
  
Peter B. Feather, Chairperson

  
Mital M. Gandhi, Member

  
Nick Alberti, Member

Charles Brodsky, Member

  
Donald Brooks, Member

  
Herman Jones, 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.

2009 JUN -8 A 10:35

*Zap*

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("*Agreement*") made this 1st day of June, 2009 by Sunset Liquors ("*Applicant*") between Thaddeus Corley ("*Protestant*") and Advisory Neighborhood Commissioner 5C01;

### WITNESSETH

WHEREAS, Applicant has filed for renewal of its retailer's license Class B for premises located at 1625 First Street, NW, Washington, DC;

WHEREAS, Protestant has protested the renewal of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and request that Alcohol Beverage Control Board to approve the Applicant's application 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. **Compliance With Law.** Applicant shall comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approved by the District of Columbia in the name of the Applicant.
3. **Cleanliness and Condition of Premises.** Applicant shall take all reasonable measures to assure that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
  - a.) Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, at 10:00 am and once again within one hour of closing on days the establishment is open. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.
  - b.) Applicant shall remove snow and ice from the sidewalk and follow all applicable DC laws and regulations with respect to snow and ice removal.

- c.) Applicant shall not support the installation of any pay phones around the establishment.
- d.) Applicant shall install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the establishment.
- e.) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the property, including following, minimally, the recommendations and guidelines of the Rodent and Vector Control Division of the Department of Health.
- f.) Applicant shall generally maintain the property in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the establishment.
- g.) Furthermore, the Applicant agrees to address the Protestants immediate concerns by developing the exterior owned-property of the establishment with planters, flora and shrubbery in a decorative fashion, to remove advertisement signage for alcoholic products from display on facing the First Street, NW side of the establishment, and to install a security gate on the exterior entranceway of the establishment facing Florida Avenue, NW.

4. **Loitering.** The parties recognize that loitering in and around the establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front, and in the rear of the establishment, including:

- a.) Asking loiterers to move on when they are observed outside the establishment;
- b.) Calling the Metropolitan Police Department to remove loiterers if they refuse Applicant's request to move on;
- c.) Calling the Metropolitan Police Department if illegal activity is observed;
- d.) Keeping a written record of dates and times (i.e., log) when the Metropolitan Police have been called for assistance;
- e.) Providing the log to the Board, and for good cause shown to the Board, to any valid protestant group during hearings involving future renewals or contestant proceedings involving Applicant's license.

5. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person on intemperate habits, or to any person who appears to be intoxicated. Applicant shall cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police for any alcohol-related crime three times or more in any one year, and who has been so identified to Applicant by the Metropolitan Police Department by giving a photo and name to Applicant. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such



sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.

6. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or cigarettes in windows so as to obstruct visibility into the establishment. Applicants shall not advertise alcoholic beverages or cigarettes on the exterior walls of the premises.
7. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide "go cups" (as defined in DCMR 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no less than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes, plastic bags smaller than sandwich size in non pre-packaged form, or any other form of drug paraphernalia.
8. **Cooperation with Community.** Applicant shall reasonably cooperate with Protestant in efforts to alleviate alcohol abuse problems, illegal drug activity and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with Protestant to improve the overall environment in and immediately around the establishment to make it a more pleasant, safe area for residents, customers, and businesses.
9. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcohol before or after ABC regulated hours.
10. **Participation in ANC Meetings.** To maintain an open dialog with the community and cooperatively address and control any problems associated with its operations, Applicant, upon reasonable notice from ANC5C, shall send a representative of the establishment to a meeting(s) of ANC5C to discuss and find ways to reasonably solve such problems.
11. **License Ownership.** Applicant agrees to abide by all ABC regulations regarding the ownership and transfer of the license, including, without limitation, providing legal notice of any proposed transfer or substantial change in operations to the Advisory Neighborhood Commission.
12. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assignors of the Applicant.
13. **Notices.** In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against applicant on the basis of such violation is undertaken. A material violation of the Agreement or its ABC license by the Applicant which has not been corrected after 30 days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and

mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

14. **Counterparts.** 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 have executed this Agreement as of the date and year first above written.

**APPLICANT:**

By: Shabeg Singh

Name:

For: Sunset Liquors  
Address: 1625 First Street, NW  
Washington, DC 20001

Date: 6/01/09

**WITNESS:**

[Signature]

Name: Anita Bonds, Commissioner 5C01  
For: Advisory Neighborhood  
Commission 5C

Date: 6/6/09

**PROTESTANT:**

By: T. Corley

Name: Thaddeus Corley  
Address: 1623 First Street, NW  
Washington, DC 20001

Date: 6/6/09

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

**In the Matter of:**

Carnival, Inc.	)	
t/a Sunset Liquors	)	
Application for a Retailer's	)	
Class A License – renewal	)	License no.: 60657
at premises	)	Case no.: 862-06/088P
1627 1 <sup>st</sup> Street, N.W.	)	Order no.: 2007-015
Washington, D.C.	)	

Carnival, Inc., Applicant

Advisory Neighborhood Commission 5C, Protestant

**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

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The renewal application for a Retailer's Class "A" License, having been protested, came before the Alcoholic Beverage Control Board ("Board") on June 21, 2006, in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission 5C filed timely opposition 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. The Board is approving the agreement with the following changes. The Board is amending provision 5 to read, "That the Licensee shall make reasonable efforts to discourage loitering in the front and the rear of the business, including the posting of "No Loitering" signs in a prominent place on the exterior of its establishment and contacting MPD for assistance and maintaining a log of such calls." The Board is deleting provisions 12 and 17 in their entirety, for not being terms covered by Title 23 of the District of Columbia Municipal Regulations § 1609.1 (2004). The Board notes that the parties do not oppose these changes. Pursuant to the agreement, dated December 20, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's

**Carnival, Inc.**  
**t/a Sunset Liquors**  
**Case no. 862-06/088P**  
**License no. 60657**  
**Page two**

approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 7<sup>th</sup> day of February 2007, **ORDERED** that:

1. The protest of Advisory Neighborhood Commission 5C, is **WITHDRAWN**;
2. The renewal application of Carnival, Inc., t/a Sunset Liquors, for a Retailer's Class "A" License at 1627 1<sup>st</sup> Street, 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 Protestant and the Applicant.

Carnival, Inc.  
t/a Sunset Liquors  
Case no. 862-06/088P  
License no. 60657  
Page three

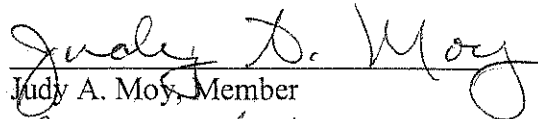
District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



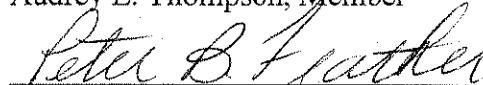
Vera M. Abbott, Member



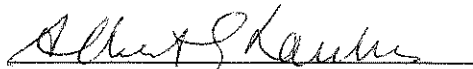
Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

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.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
ADVISORY NEIGHBORHOOD COMMISSION 5C**

POST OFFICE BOX 77761  
WASHINGTON, D.C. 20013

---

TELEPHONE: (202) 832-1965/1966 - FAX: (202) 832-1969  
www.anc5c.org

**Cooperative Agreement**

between

**Sunset Liquors and Advisory Neighborhood Commission 5C  
(ANC 5C)**

**WHEREAS, Carnival Inc., ("Licensee")** has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *Sunset Liquors, located at 1625 First Street, N.W.*; Ret. -Renewal Application No.60657; and

**WHEREAS,** the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee's business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

**NOW, THEREFORE,** in consideration of the Licensee's commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *1625 First Street, N.W.*, within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C ("ANC") to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours, i.e., 9:00 a.m. until 10:00p.m., Monday through Saturday.
4. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is 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." More specifically, the Licensee agrees to clean the

sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, including removing broken glass, beer and liquor bottles and empty bottles within at least 50 feet, by 10:00 a.m. during hours of operation, as necessary, and once again within one hour before closing on days the establishment is open. The licensee shall maintain trash, garbage and recycling material storage facilities in which all containers have lids that are kept securely closed at all times. Containers shall be sufficient to hold all trash, garbage and recyclable materials and Licensee is to assure that trash, garbage and recyclable materials are removed regularly. Applicant shall not locate a dumpster on the First Street, N.W. side of his building; rather, they should be located on the Florida Avenue, N.W. side of the store. Licensee will contract with a professional pest control service to treat the area surrounding the store for rodent abatement on all sides of the establishment. The Licensee will place neither milk nor soda crates on the exterior of the store. The Licensee will continue to repair and maintain all boarded up windows and remove all boards from the store. The Licensee will place "No Littering" signs conspicuously on the property. The Licensee will repair and maintain gutters to prevent flooding onto adjacent residential properties. Licensee will replace and maintain lighting on the exterior of premises after dark. Applicant, owner, Licensee will call the DC Government Call Center on 202-727-1000 to report bulk trash pickups, alley lights out, dead animals or the appropriate District of Columbia agency for any needed city services.

5. That the Licensee will prohibit loitering in front and the rear of the business; that it will take whatever actions that are reasonable and necessary to enforce such a prohibition; and that it will post No Loitering signs in a prominent place on the exterior of its establishment. These actions will include contacting the MPD for assistance and maintaining a log of such calls.
6. As an additional security measure, that the Licensee shall install and maintain in good operating condition a video surveillance camera on the front of the store, recording all activity that takes place inside and/or outside of the facility. In addition, the Licensee shall place a sign on the exterior of the building that the store is under electronic surveillance. At the request of the incumbent ANC representative from Single Member District 5C01 or the Metropolitan Police Department, the Licensee agrees to provide a copy of such tape to law enforcement authorities. Finally, that the Licensee may be asked to hire a licensed security guard to prevent any illegal conduct in or abutting the store.
7. That 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. That the Licensee will not sell or provide miniature (less than 5 pounds) bags of ice to customers.
9. The Licensee will use clear or translucent plastic bags when making single sales of beer, malt or fortified wines and other alcoholic beverages.

10. That the Licensee will not sell single cigarettes; nor rolling paper, bags smaller than sandwich size, pipes, bongs or other paraphernalia typically associated with illegal drug activity to customers.
11. That the Licensee shall maintain the property in commercially reasonable condition.
12. That the Licensee or the owner will continue to maintain the painting of the exterior of the establishment in a neutral pastel color that blends with the other houses in the block on which it is located.
13. That the Licensee shall not install signs on the front window, so as to obstruct one's visibility into the establishment.
14. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the Licensee to conduct business.
15. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the Licensee to conduct business.
16. That the Licensee will post signs in English and Spanish, advising its customers that the Licensee will not sell alcohol to intoxicated persons.
17. That the Licensee, in consultation with a committee consisting of residents indigenous to Single Member District 5C01 and headed by the incumbent SMD 5C01 representative, shall make improvements to the physical appearance of the business. The committee will remain in place to make recommendations of improvements to the appearance of the business to the Licensee and the owner of the building throughout this renewal period.
18. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
19. That the Licensee will not sell or deliver alcohol in any form to any person less than 21 years of age.
20. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
21. That the Licensee agrees to work with the ANC 5C to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from ANC 5C and further agrees to document its efforts to respond to such complaints.
22. That the Licensee agrees to attend or send his authorized representative to one (1) community meeting per quarter, of either Advisory Neighborhood Commission 5C or of the Bates Area Civic Association, Inc. In this regard, the Licensee acknowledges that Commissioner James D. Berry, Jr., 5C01 provided him with the contact information of



those persons from whom he can find out when these two regularly monthly meetings are routinely scheduled.

- 23. That the Licensee agrees to reasonably cooperate with ANC 5C in efforts to alleviate alcohol abuse problems, illegal drug activity and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Hence, Licensee shall reasonably cooperate with ANC 5C to improve the overall environment in and immediately around the establishment to make it more pleasant, safe area for residents, customers and businesses. Specifically, the Licensee will assist in the cleaning of areas within its immediate control, to include but not be limited to, First Street, between Q and Florida Avenue, N.W. and the corresponding alleyways, and the pocket park also known as Florida Avenue Park. Further, Licensee will install flower boxes and at least three large planters on the First Street side of the store in order to beautify the landscape. The Licensee will also pull weeds that are on or adjacent to the store and will assist the community in beautifying the neighborhood by assisting in the planting of plants on First Street side of the store and planting plants and flowers in the boxes. Employees of the Licensee will not park on First Street, N.W., between Florida Avenue and Q Street. Finally, the Licensee will obtain and maintain copies of ABC Regulations.
- 24. That the Licensee will provide legal notice to the community (via ANC 5C) at least ninety (90) days in advance of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.
- 25. That the Licensee agrees to post this Cooperative Agreement, alongside his ABC license.
- 26. That the Licensee gives its assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

AGREED:

**For the Licensees:**

*Shakeg Singh*

Date: 12/20/06

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Advisory Neighborhood Commission 5C:**

Jan D. [Signature] 5C01

Date: 12/20/06

JDB