

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

In the Matter of:)
)
Matthias, Inc.)
t/a Sylvia Liquors)
)
Holder of a)
Retailer's Class A License)
)
at premises)
1818 Benning Road, NE)
Washington, D.C. 20002)
)

License No.: ABRA-104606
Order No.: 2018-686

Matthias, Inc., t/a Sylvia Liquors (Licensee)

Clarence Lee and Kathy Henderson, Commissioners, Advisory Neighborhood Commission (ANC) 5D

Commander William Fitzgerald, on behalf of Metropolitan Police Department (MPD), Fifth District

- BEFORE:** Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Matthias, Inc., t/a Sylvia Liquors (Licensee), ANC 5D, and MPD, Fifth District, have entered into a Settlement Agreement (Agreement), dated June 25, 2018, 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; Chairperson Clarence Lee and Commissioner Kathy Henderson, on behalf of ANC 5D; and Commander William Fitzgerald, on behalf of MPD, Fifth District; are signatories to the Agreement.

Accordingly, it is this 7th day of November, 2018, **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:

Subsection 6(b) – Last sentence shall be modified to read as follows: “Applicant agrees to coordinate with MPD to report and eliminate single cigarette sales, (which are illegal) when they occur in front of Applicant's business.”

Subsection 6(c) – Last sentence shall be modified to read as follows: “Applicant agrees to coordinate with MPD to process barring notices, for any disorderly persons, having a negative impact on Applicant's business.”

Subsection 6(h) – The term “shall” shall be replaced with the language “agrees to.”

Subsection 6(j) – The term “shall” shall be replaced with the language “agrees to.”

Section 9 – The language “Protest period” shall be replaced with the language “Renewal period.”

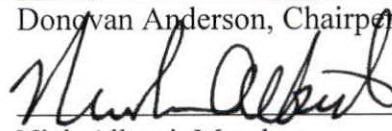
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee, ANC 5D, and MPD, Fifth District.

District of Columbia
Alcoholic Beverage Control Board



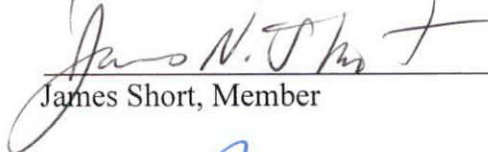
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., 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 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).

**VOLUNTARY SETTLEMENT AGREEMENT
BETWEEN SYLVIA LIQUORS; ABRA LICENSEE 104606
ADVISORY NEIGHBORHOOD COMMISSION SINGLE MEMBER DISTRICT 5D05,
ADVISORY NEIGHBORHOOD COMMISSION 5D AND THE FIFTH DISTRICT POLICE
HEADQUARTERS**

This Settlement Agreement ("Agreement") is entered on this 25th day of June, 2018, between Matthias Inc., t/a Sylvia Liquor ("Applicant") ABRA License No. 104606 and the Advisory Neighborhood Commission (ANC), Single Member District (SMD) 5D05, Advisory Neighborhood Commission (ANC) 5D and the Fifth District Police Headquarters (5D) with Commissioner Kathy Henderson, 5D05 as the representative for ANC 5D.

RECITALS

Applicant, a holder of a Class A retail liquor store alcoholic beverage license, ABRA License Number 104606 ("Class A License"), seeks to renew its Class A license issued for its establishment located at 1818 Benning Road, NE, Washington, DC 20002 ("Establishment") which is currently within the boundaries of ANC, SMD 5D05, which is a part of ANC 5D; Applicant, ANC, 5D05 and the Commander of the Fifth District (5D) collaborated to find additional ways to improve the safety and orderly functioning of Sylvia Liquor to better serve the community and allow the business to thrive. Both, Commissioner Henderson, 5D05 and 5D Commander William Fitzgerald acknowledge Applicant's participation in the reimbursable detail program, which improved public safety in and around Applicant's business during the summer of 2017. The parties negotiated to address issues raised in reference to 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;

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 dirt.

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. Applicant shall exercise due diligence to prevent and eliminate vermin infestation in and around the Establishment.
5. Applicant agrees not to sell "go cups" or items that are determined to be drug paraphernalia according to District of Columbia law.
6. Applicant agrees to make the following improvements to the Establishment (collectively "Improvements"):
 - a. Applicant shall improve lighting on the store front and rear with shatter-resistant flood lights to discourage any behavior that undermines public safety.
 - b. An MPD officer is regularly assigned to patrol and address unlawful activity in the corridor where Applicant's business is located (MPD reserves the right to assign more than one officer). Applicant acknowledges the excellent work officer does to improve public safety in the corridor where Applicant's business is located. At Commander Fitzgerald's direction, designated MPD personnel will coordinate arrests for single cigarette sales, which contributes to disorder along the corridor where Applicant's business is located.
 - c. Designated MPD personnel will increase coordination of issuing barring notices to problem individuals; designated MPD personnel will create a computer folder to track barring notices and make them available to officers on every shift. This initiative will allow officers to better monitor persons involved in unlawful activity in and around Applicant's business and the surrounding community.
 - d. With respect to the Establishment's existing exterior building signage and store front, and for purposes of this Agreement, referred to as "Horizontal Sign and Store Front", the Applicant agrees to place a suitable photo poster depicting the partnership between the Applicant, community and MPD. Applicant remains committed to improving the appearance of the business to better serve the community and agrees to work with the ANC 5D05 Commissioner to implement improvements to the store front and business interior.

- e. Applicant agrees to continue to provide a log book for officers on patrol to sign every 30 (thirty) minutes, during each MPD shift, while Applicant's business is open; the log shall also indicate whether or not any barring notice was issued.
 - f. Applicant agrees to participate in the Security Camera Rebate Program to add a component to existing cameras, which allows MPD personnel to remotely monitor Applicant's security cameras
 - g. Applicant shall add plants/flowers and or shrubbery to beautify the sidewalk adjacent to where Applicant's business is located and agrees to confer with the property owner and Commissioner Henderson, regarding planting material selection.
 - h. Applicant shall continue to attend ANC 5D05 community meetings and ANC 5D meetings when it is convenient and continue to support all public safety efforts to improve the ANC 5D05 community.
 - j. Applicant shall place flower planters with two concrete or stone-weighted planters with plants in front of the establishment. Applicant has the right to remove any planter if it is damaged, or becomes a nuisance.
 - k. 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 immediately to report criminal activity;
 - b. Keeping a written record of dates and time when Metropolitan Police Department has been called for assistance;
 - c. Facilitating Barring Notices as previously stated herein
8. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by the ANC 5D05 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 ANC 5D:

Commissioner Kathy Henderson, 5D05
1807 L Street, NE, Washington, DC 20002

For Applicant:

Sylvia Liquors/ Jason Jeung
1818 Benning Road, N.E.
Washington, D.C. 20002

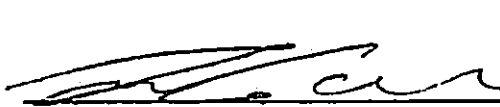
Each party shall promptly notify the other in writing of any change of address. Failure of Applicant to address and cure the violation within ten (10) days will result in Protestants forwarding said complaint to the Alcohol Beverage Administration (ABRA). Applicant understands that ABRA may issue fines 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.

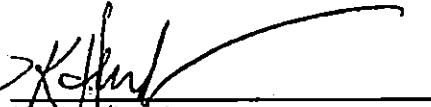
IN WITNESS WHEREOF, the parties executed this Agreement as of the date and year first above written.

APPLICANT: SYLVIA LIQUOR

ANC 5D05 COMMISSIONER



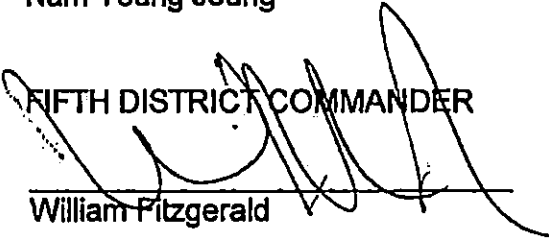
Nam Young Joung



Kathy Henderson

FIFTH DISTRICT COMMANDER

ANC 5D CHAIRPERSON



William Fitzgerald



Clarence Lee