

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

**In the Matter of:**

Shaw Howard Deli, LLC  
t/a Shaw Howard Deli

Application for Renewal of a  
Retailer's Class B License

at premises  
1911 7th Street, NW  
Washington, D.C. 20001

Case No.: 18-PRO-00012  
License No.: ABRA-095169  
Order No.: 2018-445

Shaw Howard Deli, LLC, t/a Shaw Howard Deli (Applicant)

James A. Turner and Anita Norman, Commissioners, on behalf of Advisory  
Neighborhood Commission (ANC) 1B

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

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**ORDER ON SETTLEMENT AGREEMENT  
AND WITHDRAWAL OF ANC 1B'S PROTEST**

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The Application filed by Shaw Howard Deli, LLC, t/a Shaw Howard Deli, for  
Renewal of its Retailer's Class B License, having been protested, came before the  
Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 26, 2018,  
and a Protest Status Hearing on April 25, 2018, in accordance with D.C. Official Code §  
25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated May 8, 2018, that governs 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 James A. Turner and Commissioner Anita Norman, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 18th day of July, 2018, **ORDERED** that:

1. The Application filed by Shaw Howard Deli, LLC, t/a Shaw Howard Deli, for renewal of its Retailer's Class B License, located at 1911 7th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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:

Subsection 1(c) (Nature of the Establishment) – The first sentence shall be removed: "The Applicant shall not sell alcoholic beverages for consumption in a public space not designated for or as allowing the consumption of alcoholic beverages."

Section 10 (Right to Cure) – The language "for secondary violations" shall be removed.

The parties have agreed to these modifications.

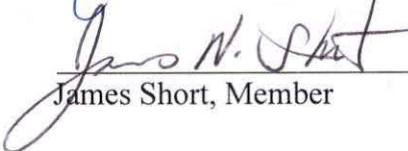
4. Copies of this Order shall be sent to the Applicant and ANC 1B.


District of Columbia  
Alcoholic Beverage Control Board

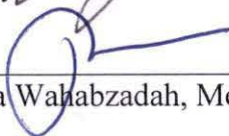
  
Donovan Anderson, Chairperson

  
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 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

### Regarding the Application of Shaw Howard Deli for the Renewal of its ABC License

**THIS SETTLEMENT AGREEMENT** (the "Agreement") is made and entered into regarding the protest filed to the 2017 application for the renewal of the ABRA license of Shaw Howard Deli ("Applicant") and is entered into by and between the Applicant and Advisory Neighborhood Commission 1B (the "ANC").

#### RECITALS

**WHEREAS**, the Applicant has filed an application for the renewal of its ABC Class B License Class being ABRA-095169 (the "License") for its business establishment located at 1911 7<sup>th</sup> Street, NW, Washington, D. C. 20001 (the "Establishment") which application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration (the "ABRA"); and

**WHEREAS**, in recognition of the Board's policy of encouraging parties to liquor licensing protest proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto indicate their respective desire to enter into a settlement agreement whereby (1) the Applicant will agree to adopt certain measures to address the ANC's concerns and to include this Agreement as a formal condition of its application, and (2) the ANC will agree to the issuance of the License provided that this Agreement is incorporated into the ABRA's order issuing the License, which License is conditioned upon compliance with this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. Nature of the Establishment.
  - a. The Applicant will operate and manage a ABC license Class B establishment, as currently defined by the ABRA. The Applicant shall comply with all conditions applicable to this license class.
  - b. The Establishment is a Retail Class B.
  - c. The Applicant shall not sell alcoholic beverages for consumption in a public space not designated for or as allowing the consumption of alcoholic beverages. The Applicant shall not sell alcoholic beverages to any person whom the Applicant know or reasonably should know, will consume the beverages in a public space not designated for or allowing the consumption of alcoholic beverages, or who will divide containers among several persons for consumption while in a public space not designated for or allowing the consumption of alcoholic beverages.
  - d. The Applicant shall not sell single cigarettes ("loosies").

e. No Sales To Intoxicated Persons. Applicant shall refuse to sell alcoholic beverages to any intoxicated person, to any person of intemperate habits, or to any person who reasonably appears intoxicated.

f. Loitering. Applicant shall seek to prevent people from loitering in and around its immediate premises by: (a) posting clearly visible "No Loitering" signs on the interior of its premises, (b) asking persons who appear to be loitering in and around its immediate premises to move on and not loiter, and (c) contacting the Metropolitan Police Department ("MPD") to request assistance in dispersing loiterers who refuse or resist requests to move and in maintaining order. The Applicant shall maintain a log of its calls (by date of call, time of call, and reason for the call) to the MPD for their assistance in this regard.

g. Illegal Activity. Applicant agrees that it shall take necessary steps to minimize any illegal activity occurring within or immediately in front of its premises, which shall include monitoring for and prohibiting sales or use of illegal drugs on its premises or immediately in front thereof. Applicant shall contact the MPD should illegal activity occur; however, if the Applicant or its employees fear for their personal safety upon observing any illegal activity, they shall wait until they are in a position of safety to report the illegal activity.

2. Hours of Operation and Agreed Hours for Sales of Alcoholic Beverages.

a. Hours of Operation. The Establishment shall do business during the following business hours as provided in the License, which hours are:

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	7:00 a.m.	12:00 a.m.
<b>Monday</b>	7:00 a.m.	12:00 a.m.
<b>Tuesday</b>	7:00 a.m.	12:00 a.m.
<b>Wednesday</b>	7:00 a.m.	12:00 a.m.
<b>Thursday</b>	7:00 a.m.	12:00 a.m.
<b>Friday</b>	7:00 a.m.	12:00 a.m.
<b>Saturday</b>	7:00 a.m.	12:00 a.m.

b. Agreed Hours for Sales of Alcoholic Beverages. Notwithstanding its available hours of operation as provided by the License, alcoholic beverages will not be sold at the Establishment prior to 9:00 a.m. each day that the Applicant is open for business. Accordingly, alcoholic beverages shall only be sold at the Establishment during the following hours:

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	9:00 a.m.	12:00 a.m.
<b>Monday</b>	9:00 a.m.	12:00 a.m.
<b>Tuesday</b>	9:00 a.m.	12:00 a.m.
<b>Wednesday</b>	9:00 a.m.	12:00 a.m.
<b>Thursday</b>	9:00 a.m.	12:00 a.m.
<b>Friday</b>	9:00 a.m.	12:00 a.m.
<b>Saturday</b>	9:00 a.m.	12:00 a.m.

3. Noise.

The Applicant shall comply with applicable noise-control regulations, including, but not limited to, those provided in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.

4. Maintenance of Premises /Trash.

In conjunction with the services provided by District of Columbia sanitation, the Applicant shall maintain the exterior area immediately in front of its premises located at 1911 7th Street, NW, Washington, D.C. 20001 free of debris and litter. The Applicant shall remove trash and litter from the exterior area immediately in front of its premises in the morning when it opens for business, periodically throughout the day as needed, and again at sunset daily.

5. Rat and Vermin Control.

The Applicant shall provide for monthly extermination services seeking to control rats and other vermin at its property.

6. Maintenance of Security Cameras.

The Applicant will maintain at least nine (9) operational security cameras at the Establishment at all times, not including instances of mechanical failure or reasonable downtime needed for maintenance and/or upgrade. The cameras shall cover the interior of the Establishment's retail space as well as both directions of the sidewalk in front of the premises. The footage from these cameras shall be kept for at least one (1) week and shall be made available to the MPD and/or ABRA upon request.

7. Withdrawal of Protest.

The ANC agrees to the renewal of the Applicant's ABRA License and shall withdraw the protest to the renewal of said License. The ANC agrees to the entry of an order by the ABRA allowing the renewal of the Applicant's ABRA License, provided that this Agreement is incorporated into any order renewing said license.

8. Compliance with Regulations.

The Applicant shall comply with regulation of the ABRA and other applicable District of Columbia agency regulations regarding conduct of its business and the ownership of the License.

9. Binding Effect.

This Agreement shall be binding upon and enforceable against the successors of the Applicant during the term of the License to which this Agreement applies. The Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

10. Right to Cure.

In the event of an alleged violation of any provision of this Agreement, the party alleging the violation shall promptly provide the other party written notice of the alleged violation. Thereafter, the party alleged to have violated the Agreement shall be given the opportunity to cure the alleged violation within thirty (30) days of the date of the notice before action shall be taken against the alleged violator; unless the alleged violation is of such nature that immediate action is necessary, in which case the period allowed to cure shall be reduced to a reasonable time commensurate with the alleged violation but in no event shall it be less than ten (10) days for secondary violations.

11. Notices.

Notices to be given under this Agreement shall be in writing and shall be either hand delivered, sent by E-mail, or certified mail, return receipt requested, and addressed as follows:

To Applicant: Shaw Howard Deli  
1911 7<sup>th</sup> Street, NW  
Washington, D.C. 20001  
Attn: Asenefech Meskele

To ANC 1B: Commissioner Anita Norman  
SMD 1B01  
2000 14<sup>th</sup> Street, NW  
Suite 100B  
Washington, D. C. 20009  
E-mail: 1B01@anc.dc.gov

12. Execution in Counterparts. This Agreement may be executed by the parties in one or more counterparts, with each signed counterpart being deemed an original.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement as of the dates stated hereinbelow:

**Applicant:**

Shaw Howard Deli  
1911 7<sup>th</sup> Street, NW  
Washington, D.C. 20001

By:   
Asenefech Meskele  
Owner

Date: 4/25/2018

**Protector:**

Advisory Neighborhood Commission 1B

By: \_\_\_\_\_  
James A. Turner  
Chair, ANC 1B / Commissioner SMD 1B09

Date:

By: \_\_\_\_\_  
Anita Norman  
Commissioner SMD 1B01

Date:



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**IN WITNESS WHEREOF,** the parties hereto execute this Agreement as of the dates stated hereinbelow:

**Applicant:**

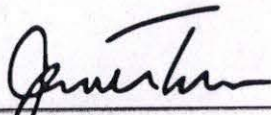
Shaw Howard Deli  
1911 7<sup>th</sup> Street, NW  
Washington, D.C. 20001

By:   
Asenefech Meskele  
Owner

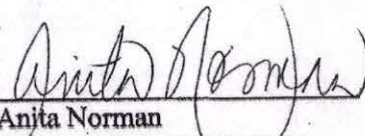
Date: 4/25/2018

**Protestor:**

Advisory Neighborhood Commission 1B

By:   
James A. Turner  
Chair, ANC 1B / Commissioner SMD 1B09

Date: May 8, 2018

By:   
Anita Norman  
Commissioner SMD 1B01

Date: 5/3/2018