

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

In the Matter of:)

Starlight, Inc.)
t/a Kogod Liquors)

Holder of a)
Retailer's Class A License)

License No.: ABRA-024868
Order No.: 2021-362

at premises)
441 New Jersey Avenue, NW)
Washington, D.C. 20001)

Starlight, Inc., t/a Kogod Liquors, Licensee

Stephen O'Neal, on behalf of Advisory Neighborhood Commission (ANC) 6C ABL
Committee

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Starlight, Inc., t/a Kogod Liquors (Licensee), and ANC 6C entered into a Settlement Agreement (Agreement), dated June 14, 2021, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 23rd day of June 2021, **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;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a6c0265c89915f9944c720390318009f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac37282005668d1b035442d446c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 254d38ca1f90146d7f9d75e477d17620d

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliza Crockett, Member
Key: b560e91845e1f9e4010155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8317221159504474b1b566c24180f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd1a7ff00040ec14adeb52541ce5

Edward S. Grandis, 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 II 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).

REVISED SETTLEMENT AGREEMENT

This agreement is made and entered into this 14th day of June, 2021 by and between **Starflight, Inc.** doing business as **Kogod Liquors** ("Applicant") and **Advisory Neighborhood Commission 6C** ("Protestant").

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") **Retailer's Class "A" Liquor Store** license **ABRA-024868** ("License") for premises 441 New Jersey Ave. NW, Washington, DC and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the transfer of the License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Hours of Inside Operation and Service:** The hours of operation inside the premises shall be **7 am – 12 am Monday-Saturday and 11 am to 7 pm Sunday.**
2. **Single Sales:** Applicant will comply with D.C. Official Code § 25-346 Ward 6 restrictions for off-premises retailer's license and will not:
 - a. Divide a manufacturer's package of more than one container of beer, malt liquor, or ale, to sell an individual container of the package if the capacity of the individual container is 70 ounces or less; or
 - b. Sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale with a capacity of 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes.
3. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between **9am and 3pm Monday-Friday.**
4. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
 - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not

disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.

- b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after **10:00 p.m.**
5. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours **9am – 6pm Monday through Friday.**
6. **Sanitation and Pest Control:** Applicant shall keep trash and recycling lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
7. **Rear Entrance:** The alley gate to Applicant's rear entrance shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.
8. **Maintenance of Property:** Applicant or Applicant's Landlord will clear snow from the sidewalk adjacent to the premises within three (3) daylight hours after snowfall ends.
9. **Withdrawal of Protest:** Protestant agrees to withdraw its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
10. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

Signature block

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 14th day of June, 2021.

Starlight, Inc. v/a Kogod Liquors

By: 

Advisory Neighborhood Commission 6C

Stephen O'Neal

Stephen O'Neal
ANC 6C ABL Committee Chair
(as designated ANC 6C representative)

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

_____)
In the Matter of:)

Kogod's Liquor, Inc.)
t/a Kogod's Liquor)

Application for a Retailer's License)
Class A - renewal)
at premises)
441 - New Jersey Avenue, N.W.)
Washington, D.C.)
_____)

Case No. 596-97037P

David Wilmot, Esquire, on behalf of Protestants

Leonard Birdsong, Esquire, on behalf of Applicant

Ha Sup Chang, President, Kogod's Liquor, Inc.

**BEFORE: Barbara L. Smith, Esquire, Chair;
Dennis Bass, Member
Allen Beach, Member
Mary Eva Candon, Esquire, Member
Laverne King, Member
Duane Wang, Member
Eydie Whittington, Member**

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on May 28, 1997, in accordance with D.C. Code Section 25-115 (c)(5)(1996 Supp.), providing for remonstrants to be heard. David Wilmot, legal counsel, on behalf of Washington Court on Capital Hill and Hyatt Regency Washington, filed a timely protest letter dated May 13, 1997.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestants have agreed to withdraw their protests provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

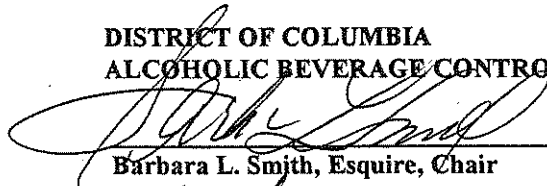
^{1/} See Agreement dated July 1997.

Kogod's Liquor, Inc.
t/a Kogod's Liquor
Page two

Accordingly, it is this 3rd day of September 1997, **ORDERED** that:

1. The protests of David Wilmot, legal counsel, on behalf of Washington Court on Capital Hill and the Hyatt Regency Washington, be, and the same hereby, are **WITHDRAWN**;
2. The above-referenced Agreement between the parties be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Kogod's Liquor, Inc. t/a Kogod's Liquors for a retailer's license class A - renewal at premises 441 New Jersey Avenue, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

**DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL DIVISION**


Barbara L. Smith, Esquire, Chair


Dennis Bass, Member


Allen Beach, Member

Mary Eva Candon, Esquire, Member


Laverne King, Member


Duane Wang, Member


Eydie Whittington, Member

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8/20/97
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ALCOHOLIC BEVERAGE CONTROL VOLUNTARY AGREEMENT

Owners: Starlight, Inc

T/A Kogod Liquors

441 New Jersey Avenue, N.W., Washington, D.C.

Retailer's A - Renewal

Case No. 59697037P

This Voluntary Agreement (the "Agreement") is made this day of July, 1997, by and between the Washington Court on Capital Hill and Hyatt Corporation dba Hyatt Regency Washington Hotels each, on behalf of itself and as a representative of the neighborhood (hereinafter, the Protestant") and Kogod's Liquor, Inc., T/A Kogod Liquor (hereinafter the "Applicant"), for the renewal of a District of Columbia Alcoholic Beverage Control License Class "A" (the "Liquor License") at premises located at 441 New Jersey Avenue, N.W., Washington, D.C. (the "Establishment"). The principal offices of the above parties to this Agreement are listed in the "Notices" section of this Agreement.

WITNESSETH

WHEREAS, the Applicant proposes to renew its Class A Liquor License for its establishment known as "Kogod Liquors" at 441 New Jersey Avenue, N.W., Washington, D.C.; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Applicant's renewal application number 59697037P; and

WHEREAS, the PROTESTANTS, The Washington Court on Capital Hill and Hyatt Regency Washington Hotels in conjunction with neighborhood business, civic and professional associations and others, have filed a 14(b) protest before the ABC Board; and

WHEREAS, the PROTESTANTS, Washington Court on Capital Hill and Hyatt Regency Washington Hotels in conjunction with neighborhood business, civic and professional associations and others, seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and merchants and seeks to accomplish these objectives by cooperative efforts; and

WHEREAS, the PROTESTANTS, Washington Court on Capital Hill and Hyatt Regency Washington Hotels and the APPLICANT, T/A Kogod Liquors, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

WHEREAS, given the desire and the understanding that the, APPLICANT, T/A Kogod Liquors wishes the work with the PROTESTANTS and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment; and

WHEREAS, the PROTESTANTS seek to encourage the economic regrowth of the neighborhood and wish to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANTS in improving the quality of life and ensuring the safety of the residents of the neighborhood; and

WHEREAS, the parties to this Agreement desire to resolve the protest in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the Establishment recited above and the covenants and promises set forth below, the parties agree as follows:

1. **LITTER.** The APPLICANT, Kogod Liquors will take reasonable measures to ensure that the immediate environs of Kogod Liquor are kept free of litter and debris. "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 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 of the property used by the licensee to conduct its business." The APPLICANT will maintain the exterior areas adjacent to the store clean and free of litter and shall regularly inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic beverage related litter, such as beer cans and bottles, without regard to the fact that the same may not have been purchased at its store and shall cause such area to be free of litter at the opening and closing of its store as is reasonable and practicable for an alcoholic beverage business establishment.

2. **PRODUCT MIX.** The APPLICANT, agrees to refrain from selling "Cisco" and "Wild Irish Rose" in any size and any single 12 ounce container labeled "Magnum", "National", "St. Ides", "Red Bull", "Blue Bull", "Schlitz" and "Country Club", or any similar product.

3. **PATRONS.** The APPLICANT shall post a sign in a conspicuous location stating its policy of not selling alcoholic beverages to minors and it will post the age requirements, nor will the APPLICANT sell alcoholic beverages to persons who appear to be intoxicated.

4. **TRAINING.** The APPLICANT shall agree to undergo training course(s), as provided by referral of the Alcoholic Beverage Control Board, which addresses alcoholic beverage server training.

5. **DELIVERY TO PROTESTANTS ESTABLISHMENT.** The APPLICANT agrees to not deliver large quantities of alcoholic beverage orders to guests of the establishments without the permission of the establishments or their designated representatives.

6. **SELLING TO PERSONS INEBRIATED.** The APPLICANT agrees to not sell or deliver alcoholic beverages to any person who appears to be inebriated or who is known to have a history of alcoholic abuse.

7. **CONDITIONS OF LIQUOR LICENSE RENEWAL.** The Applicant will adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days shall be just cause by the ABC Board to suspend or revoke the license.

8. **GOOD FAITH.** If the PROTESTANT believes in good faith that the APPLICANT has failed to comply with this Agreement, it shall notify the APPLICANT in writing of the basis for such belief, and the APPLICANT shall address and cure such alleged non-compliance within thirty (30) business days of notice.

9. **WITHDRAWAL OF PROTEST.** The PROTESTANT hereby withdraws its protest of the Application and agrees to provide whatever further evidence of said withdrawal that may be required by the ABC Board.

10. **BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which the Voluntary Agreement applies.

11. **NOTICES.** Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

- a. If to the Protestant, one copy to:
Mr. Jim P. Manion
General Manager
The Washington Court on Capitol Hill
525 New Jersey Avenue, N.W.
Washington, D.C. 20001
Mr. Gary Dollens
General Manager
Hyatt Regency Washington
400 New Jersey Avenue, N.W.
Washington, D.C. 20001
General Counsel
Hyatt Corporation
200 West Madison
Chicago, Illinois 60606

- b. If to the Applicant, one copy to:
Starlight, Inc. T/A Kogod Liquors
c/o Mr. Kwang Kyoum Kim
441 New Jersey Avenue, N.W.
Washington, D.C. 20001

IN WITNESS WHEREOF, the parties have execute this Voluntary Agreement as of the day and year first above written.

Starlight, Inc. T/A Kogod Liquors
by: *Kwang Kyoum Kim*
Mr. Kwang Kyoum Kim, Owner & Manager

The Washington Court on Capitol Hill
by: *Jim Manion*
Mr. Jim Manion, General Manager

Hyatt Corporation dba
Hyatt Regency Washington
by: *Gary Dollens*
Mr. Gary Dollens, General Manager

WITNESS: *Law E. Bidney*