

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

**In the Matter of:** )

YD Progress, LLC )  
t/a Lucky Corner Store )

Application for Renewal of a )  
Retailer's Class B License )

at premises )  
5433 Georgia Avenue, NW )  
Washington, D.C. 20011 )

Case No.: 17-PRO-00073  
License No.: ABRA-093115  
Order No.: 2018-101

YD Progress, LLC, t/a Lucky Corner Store (Applicant)

Charlotte Nugent, Commissioner, Advisory Neighborhood Commission (ANC) 4C

Nancy E. Roth, Commissioner, Advisory Neighborhood Commission (ANC) 4D

**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 PROTESTS**

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The Application filed by YD Progress, LLC, t/a Lucky Corner Store (Applicant), 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 December 4, 2017, and Protest Status Hearing on January 24, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 4C, and ANC 4D entered into a Settlement Agreement (Agreement), dated February 25, 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; Commissioner Charlotte Nugent, on behalf of ANC 4C; and Commissioner Nancy E. Roth, on behalf of ANC 4D; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 4C and ANC 4D of this Application.

Accordingly, it is this 7th day of March, 2018, **ORDERED** that:

1. The Application filed by YD Progress, LLC, t/a Lucky Corner Store, for renewal of its Retailer's Class B License, located at 5433 Georgia Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 4C and ANC 4D in this matter are hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant, ANC 4C, and ANC 4D.

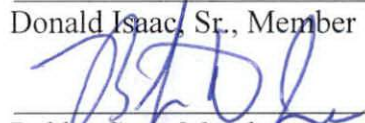
District of Columbia  
Alcoholic Beverage Control Board

  
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Donovan Anderson, Chairperson

  
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Nick Alberti, Member

  
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Mike Silverstein, Member

  
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James Short, Member

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Donald Isaac, Sr., Member  
  
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Bobby Cato, Member

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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**

**This Settlement Agreement (the "Agreement") is made and entered into with regard to the protest filed to the 2017 application for the renewal of the ABRA license of YD Progress, LLC t/a Lucky Corner Store ("Applicant"), and is entered into by and between the Applicant and Advisory Neighborhood Commission 4C ("ANC 4C") and Advisory Neighborhood Commission 4D ("ANC 4D"), collectively referred to herein as the "Protestors."**

### **Recitals**

**WHEREAS**, the Applicant has filed an application with the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") for renewal of its Retail Class "B" retail license number ABRA-093115 ("ABRA license"); and

**WHEREAS**, in recognition of the ABRA's policy of encouraging parties to a protested proceeding to settle their differences by negotiated agreements, the parties hereto are desirous of entering into an agreement whereby, subject to approval of the ABRA, the Applicant will agree to adopt certain measures intended to address the Protestors concerns. In consideration of the Applicant's adoption of those measures, the Protestors will agree to allow the renewal of the Applicant's ABRA license and shall withdraw their respective protests to the license's renewal, provided that this Agreement is incorporated into the ABRA's order renewing the license;

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and undertakings memorialized herein, **IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO AS FOLLOWS:**

### **Terms**

1. **Restriction on Alcoholic Beverage Sales Prior to 10:00 A.M.**
  - A. **The Applicant shall not engage in or allow the sale of alcoholic beverages (beer and wine pursuant to its ABRA license) on its premises prior to 10:00 a.m. on any day that alcohol sales are allowed. The parties hereto acknowledge and agree that although alcohol sales shall not occur prior to 10:00 a.m., the Applicant may continue to open for business prior to 10:00 a.m. other than for the sale of alcoholic beverages.**
  - B. **The parties hereto specifically acknowledge and agree that this agreement to restrict the sale of alcoholic beverages by the Applicant until after 10:00 a.m. shall not and does not in any way affect, alter, or modify the terms, provisions, or allowances provided by ABRA Retail Class "B" license number ABRA-093115.**
  - C. **The applicant's hours of operation shall be daily from 7:00 A.M. until 12:00 midnight.**

2. Efforts to Suppress Noise, Rowdiness, and Harassing Activities Outside the Premises.

Applicant agrees that it shall take measures to reduce or limit noise from patrons exiting its premises, and to the extent that it is able, to limit or reduce the loitering of persons outside the premises who (1) are not waiting to catch a Metrobus or (2) are not exiting a Metrobus, by using cameras to monitor the exterior of the premises, and contacting the police with regard to complaints of excessive noise and/or offensive or harassing behavior by persons outside of its premises. Applicant will maintain security cameras in working order at all times, not including instances of mechanical failure or reasonable downtime needed to replace or upgrade cameras. The cameras will entirely cover the interior of the business's retail space and the sidewalk in front of the property. The footage from these cameras shall be kept for at least a month and be made available to the Metropolitan Police Department ("MPD") and/or ABRA upon request.

Applicant agrees to take measures to discourage loitering in the front, side and back of its premises by persons who (1) are not waiting to catch a Metrobus or (2) are not exiting a Metrobus, by posting "No Loitering" signs requesting that people not loiter at or near the premises.

Applicant will contact the MPD and request the issuance of a Barring Notice for any patrons who have a pattern of having produced noise, waste or unruly behavior.

Applicant will not sell alcoholic beverages to obviously intoxicated customers and will post signs that state that the store will not sell alcoholic beverages to obviously intoxicated customers.

Applicant shall discourage loitering in the front of the premises at all times when the establishment is open to the public, and shall ask any individuals who appear to be simply loitering in front of the premises to move along. The Applicant shall call MPD if illegal activity is observed.

Applicant agrees that it shall take steps to minimize illegal drug use and trade within its premises, including, without limitation, monitoring for and prohibiting sales or use of illegal drugs within the premises, and maintaining contact and cooperating with MPD and other enforcement officials when known drug activities occur. If the applicant(s) fear for their personal safety upon observing illegal drug activity in the establishment, the applicant should of course wait until they are in a position of safety to report the activity.

It is the intent of this paragraph to protect the peace and quiet of the neighborhood wherein the Applicant's business resides.

3. Litter and Debris Removal. Applicant shall endeavor to keep the exterior of its property, including the front sidewalk, side and back areas of its premises, clean

and free of trash, bottles, and other debris to comply with the District of Columbia Code and Municipal Regulations regarding same. The Applicant shall inspect its front sidewalk, side and back areas each morning to ensure they are free of trash, bottles and other debris. If trash, bottles and other debris are found, the Applicant will clean up these items within 1 hour of opening. The Applicant shall monitor those areas sufficiently throughout the day to ensure that trash, bottles, and other debris are promptly removed.

The Applicant will ensure timely disposal of its recycling (including trash) no less than a combined total of three (3) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m. Additionally, the Applicant will monitor the public trash can located outside the premises throughout the day. If the public trash can is found to be overflowing, the Applicant will submit a 311 request or call the Department of Public Works (DPW) to request the can be emptied.

4. **Rats and Vermin Control.** The Applicant shall provide for extermination services seeking to control rats and other vermin at its property. Applicant shall have the Establishment and the area around the Premises properly cleaned prior to sundown each night.
5. **Withdrawal of Protest.** The Protestors agree to the renewal of the Applicant's ABRA license and shall withdraw their respective protests to the renewal of said license. The Protestors agree to the entry of an order by the ABRA allowing the renewal of the Applicant's ABRA license, provided that this Agreement is incorporated by the ABRA into any order renewing said license.
6. **Informal Dispute Resolution.** The parties hereto agree that it is in their respective best interests as well as that of the neighborhood wherein the Applicant's business is located, that they mutually work together to resolve any disputes they may have. Accordingly, in the event that the Protestors have concerns regarding the operation of the Applicant's business, prior to involving an Advisory Neighborhood Commission ("ANC"), the ABRA, or law enforcement, or instituting proceedings alleging a violation of this Agreement, one of the following parties shall first contact the Applicant to request correction of the issue:
  - A. The Protestors, ANC 4C and/or 4D (including all members of ANC 4C and 4D empowered by vote of the ANC to represent the ANC on this matter)
  - B. The Ward 4 representative of the Mayor's Office on Community Relations (MOCR) and his/her designated staff representatives
  - C. The Ward 4 member of the Council of the District of Columbia and his/her designated staff representatives

If the issue is not resolved after the request is made by one of the above-named parties, the Protestors and the Applicant will schedule a meeting and shall attempt to negotiate in good faith to resolve the issue.

7. 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 parties 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.

8. 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: YD Progress LLC t/a Lucky Corner Store  
5433 Georgia Avenue, NW  
Washington, D. C. 20011  
E-mail: Danielbeata@yahoo.com

To Protestors: Advisory Neighborhood Commission 4C  
Commissioner Charlotte Nugent, SMD 4C01  
1216 Madison Street, NW  
Washington, D. C. 20011  
E-mail: 4C01@anc.dc.gov

Advisory Neighborhood Commission 4D  
Commissioner Nancy E. Roth, SMD 4D01  
1104 Jefferson Street, NW  
Washington, D. C. 20011  
E-mail: 4D01@anc.dc.gov


9. Prior Agreements. The parties hereto specifically agree that this Agreement supersedes and replaces any and all previous settlement agreements entered into between the Applicant and any of the Protestors regarding or relating to ABRA Retail Class "B" license number ABRA-093115. Any such previous settlement agreements shall be of no force or effect.

10. 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 follows:

**Applicant:**

YD Progress, LLC t/a Lucky Corner Store  
5433 Georgia Avenue, NW  
Washington, DC 20011

By:   
Yosef Endale, Member

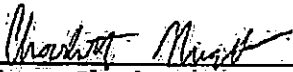
Date: 02/22/2018

By:   
Daniel Fantahun, Member

Date: 02/22/2018

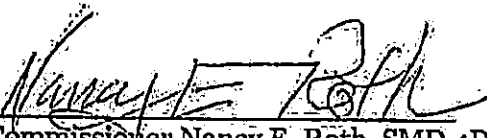
**Protestors:**

Advisory Neighborhood Commission 4C

By:   
Commissioner Charlotte Nugent, SMD 4C01

Date: 2/25/18

Advisory Neighborhood Commission 4D

By:   
Commissioner Nancy E. Roth, SMD 4D01

Date: 2/25/18