

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

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In the Matter of: )  
 )  
Sun Rising, Inc. )  
t/a 7 Food Store )  
 )  
Application for Renewal of a )  
Retailer's Class B License )  
 )  
at premises )  
1830 Benning Road, NE )  
Washington, D.C. 20002 )  
\_\_\_\_\_ )

Case No.: 17-PRO-00080  
License No.: ABRA-093817  
Order No.: 2018-099

Sun Rising, Inc., t/a 7 Food Store (Applicant)

Kathy Henderson, Commissioner, Advisory Neighborhood Commission (ANC) 5D

William Fitzgerald, Commander, 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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 5D'S PROTEST**

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The Application filed by Sun Rising, Inc., t/a 7 Food Store, 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 11, 2017, a Protest Status Hearing on January 31, 2018, and a Protest Status Hearing on February 28, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 5D, and MPD Fifth District entered into a Settlement Agreement (Agreement), dated February 28, 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 Kathy Henderson, on behalf of ANC 5D; and Commander William Fitzgerald, on behalf of MPD Fifth District; are signatories to the Agreement.

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

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

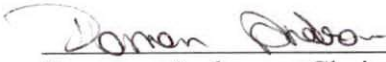
1. The Application filed by Sun Rising, Inc., t/a 7 Food Store, for renewal of its Retailer's Class B License, located at 1830 Benning Road, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

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

The parties have agreed to this modification.

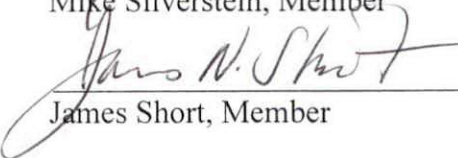
4. Copies of this Order shall be sent to the Applicant, ANC 5D, and Commander William Fitzgerald, on behalf of MPD Fifth District.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

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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).

**VOLUNTARY SETTLEMENT AGREEMENT  
BETWEEN 7 FOOD STORE; ABRA LICENSEE 093817  
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 28th day of **February**, 2018, between Sun Rising, Inc. t/a 7 Food Store ("Applicant") 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 B off-premises alcoholic beverage license, ABRA License Number 093817 ("Class B License"), seeks to renew its Class B license issued for its establishment located at 1830 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 the 7 Food Store 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 B 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. 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.
5. Applicant shall exercise due diligence to prevent and eliminate vermin infestation in and around the Establishment.
6. Applicant agrees to make the following improvements to the Establishment (collectively "Improvements"):
  - a. Applicant shall improve lighting on the store parking lot with shatter-resistant flood lights to discourage any behavior that undermines public safety. Additionally Applicant shall work with the District Department of Transportation to remove the non-working utility pole where problem individuals sit. If removal is not feasible, the area where individuals sit will be removed and or modified.
  - b. Applicant agrees to continue working with designated MPD personnel to coordinate arrests for single cigarette sales, which contributes to disorder.
  - c. Applicant agrees to continue working with designated MPD to issue barring notices to problem individuals as needed
  - d. With respect to the Establishment's existing exterior building signage that is depicted in Exhibit A, and for purposes of this Agreement, referred to as "Horizontal Sign", the Applicant agrees (i) to place a suitable photo poster (s) depicting the partnership between the Applicant, community and MPD. The parties acknowledge that Applicant's beer and wine distributor has spent approximately \$2,000.00 to replace storefront signage numerous times; Applicant's business has been vandalized with graffiti and public urination in flower planters. Applicant remains committed to improving the appearance of the business to better serve the community despite such obstacles.
  - e. Applicant agrees to provide a log book for officers on patrol to sign during each MPD shift; 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 plant shrubbery to beautify the sidewalk adjacent to the parking lot where Applicant's business is located and agrees to confer with the property owner and Commissioner Henderson, regarding planting material selection.
  - h. Applicant shall add "NO Parking" signs with information regarding vehicles that have been towed for illegally parking on the parking lot adjacent to Applicant's business. Applicant shall confer with a towing company to enforce illegal parking on Applicant's parking lot.
  - i. Applicant agrees to continue to attend ANC 5D05 community meetings and ANC 5D meetings when it is convenient and to continue to support all public safety efforts to improve the ANC 5D05 community.
  - j. Applicant agrees to replace 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
  - d. Not selling or providing "go cups" or drug paraphernalia

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  
[khenderson029@aol.com](mailto:khenderson029@aol.com)

**For Applicant:**

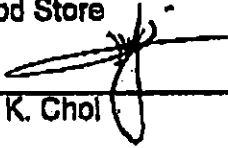
7 Food Store  
1830 Benning Road, N.E.  
Washington, D.C. 20002  
[kevinpak65@gmail.com](mailto:kevinpak65@gmail.com)

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.

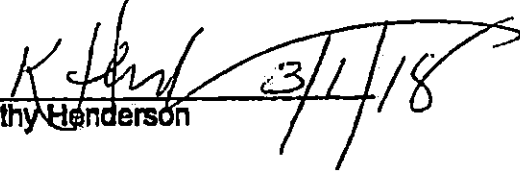
10. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

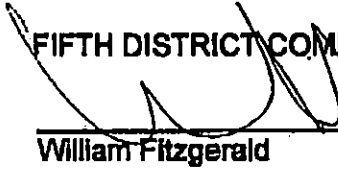
IN WITNESS WHEREOF, the parties executed this Agreement as of the date and year first above written.

APPLICANT  
7 Food Store

  
\_\_\_\_\_  
Sun K. Choi 3-1-18

ANC 5D05 COMMISSIONER

  
\_\_\_\_\_  
Kathy Henderson 3/1/18

FIFTH DISTRICT COMMANDER  
  
\_\_\_\_\_  
William Fitzgerald 3/1/18

ANC 5D CHAIRPERSON

\_\_\_\_\_  
Clarence Lee