

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

**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.: 2018-092

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

A. Sydelle Moore, President, Langston Civic Association

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

**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 LANGSTON CIVIC ASSOCIATION'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 and Langston Civic Association entered into a Settlement Agreement (Agreement), dated February 16, 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 A. Sydelle Moore, on behalf of Langston Civic Association, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Langston Civic Association of this Application.

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

1. The Protest of Langston Civic Association in this matter is hereby **WITHDRAWN**;
2. 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 I(D) (Public Safety) – The language “to the Metropolitan Police Department (MPD)” shall be replaced with the language “to the Metropolitan Police Department (MPD) or the Alcoholic Beverage Regulation Administration (ABRA).”

Subsection I(I) (Public Safety) – The last sentence shall be removed: “This clause is void if and when a Tasting License is in effect.”

Subsection II(A) (Cleanliness and Conditions of Premises and Immediate Environs) – The following language shall be removed: “install a brick façade on the building facing Benning Rd. NE.”

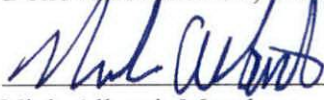
The parties have agreed to these modifications.

3. This matter remains open until the submission of the revised Settlement Agreement by ANC 5D no later than March 7, 2018; and
4. Copies of this Order shall be sent to the Applicant, ANC 5D, and A. Sydelle Moore, on behalf of Langston Civic Association.

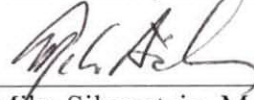
District of Columbia  
Alcoholic Beverage Control Board



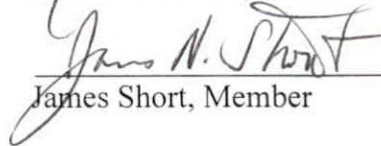
Donovan Anderson, Chairperson



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 between Langston Civic Association and Sun Rising, Inc. dba "7 Food Store"**

This Settlement Agreement ("Agreement") is entered on this 16<sup>th</sup> day of February 2018, between Sun Rising, Inc. doing business as "7 Food Store" ("Applicant") at 1830 Benning Rd. NE ("Establishment") and the Langston Civic Association ("Protestant"). As such, upon approval of this Agreement by ABRA and the ABC board, our civic association thereby withdraws its protest of the Applicant's license renewal application.

Through this Agreement, both parties aim to create an environment whereby the Applicant may operate as a safe and viable business in the Langston neighborhood. The Applicant agrees to collaborate with the Langston Civic Association to ensure that business operations do not adversely affect neighbors' safety, health or quality of life.

### **I. Public Safety**

- A. Applicant agrees to operate the Establishment in compliance with all applicable alcoholic beverage laws and regulations in the District of Columbia including the prohibition on sales of alcohol to underage or intoxicated individuals pursuant to DC Code § 25-781.
- B. Applicant agrees to maintain a valid DC business license at all times pursuant to DC Code § 47-2851.03d.
- C. Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal drug activity. These items are defined as "pipes, needles, mini-scales, non-prepackaged steel wool, small bags," or any other item or product which may be regarded as drug paraphernalia under 21 U.S.C. § 863(d).
- D. Applicant agrees to provide video surveillance footage to the Metropolitan Police Department (MPD) whenever requested for a suspected crime as soon as possible, but no later than thirty (30) days after any written request.
- E. Applicant shall improve lighting in the store parking lot with shatter-resistant flood lights to discourage any behavior that undermines public safety.

F. Applicant shall make reasonable efforts to prevent loitering on or within the immediate environs of the premises, with a mutual understanding between the Applicant and Protestant that some of the activities outlined below require a collaborative effort between all stakeholders inclusive of Applicant, Protestant and adjacent neighbors:

1. Coordinating with the MPD to monitor and remove loiterer(s):
  - a) *If loiterer(s) refuse(s) Applicant's request to leave within ten minutes of the request, or*
  - b) *if Applicant is unable to ask the loiterer(s) to disperse directly, Applicant shall call 911;*
  - c) *Applicant shall call 911 if illegal activity is observed or suspected.*

G. Applicant agrees to provide an accurate log book in English. The log shall indicate the following:

1. Whether the Applicant called 911 in response to an incident;
2. An accurate description of the incident, if any, which caused the Applicant to call 911
3. Whether the Applicant requested a barring notice

H. Applicant agrees to post signs, kept in good repair, in highly visible locations facing the parking lot on the side of the building facing 19<sup>th</sup> St. NE that announce the following:

1. Prohibition against selling alcohol to minors;
2. Discouraging loitering, panhandling, and contributing to panhandling;
3. Property being monitored by surveillance camera(s).

I. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups", solicit back-up drinks, or permit tie-in purchases. "Go-cups" are defined as "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment," per DC Code § 25-741-742. Applicant may sell disposable cups to customers, provided such cups are prepackaged and contain no less than 12 cups. This clause is void if and when a Tasting License is in effect.

J. Applicant shall only sell containers of beer, malt liquor, or ale at a minimum of two per package as sold by the manufacturer for retail sale. This clause shall go into effect contingent upon the acceptance of the same provision by the adjacent establishment dba "Sylvia's Liquors" located at 1818 Benning Rd. NE, Washington, DC 20002.

K. Applicant shall only sell single wine in standard size bottles of at least 750 ml or larger. This clause shall go into full effect contingent upon the acceptance of the same provision by the adjacent establishment dba "Sylvia's Liquors" located at 1818 Benning Rd. NE, Washington, DC 20002.

## **II. Cleanliness and Conditions of Premises and Immediate Environs**

A. Applicant agrees to install a brick facade on the building facing Benning Rd. NE to replace the currently boarded up windows covered by posters and paint the exterior of the building within one hundred eighty (180) days of receiving Great Streets grant funding.

B. Applicant agrees to ensure that no more than 25% of any window, door or exterior surface is covered with advertisements including non-alcohol related advertisements as to provide an unobstructed view into the store from outside within thirty (30) days of ABRA's acceptance of this Agreement. All advertisements must be adhered to the interior of any window or door.

C. Applicant agrees to remove all graffiti from the property within 30 days of this Agreement's acceptance by ABRA and report any new graffiti via 311 within three (3) business days of its appearance.

D. Applicant agrees to work with the property owner to repair potholes in the parking lot to mitigate debris collection as well as tripping hazard within one (1) year of the acceptance of this Agreement by ABRA and maintain the parking lot in good, clean condition once repairs are complete.

E. Applicant agrees to provide rat and vermin control for its property and provide proof of its rat and vermin control contract upon the request of ABRA.

## **III. Cooperation with Community**

A. Applicant is encouraged to attend Langston Civic Association meetings and Police Service Area 507 meetings, if held, to the best of their ability.

B. Applicant is encouraged to participate in community clean ups and other community service projects hosted by the Langston Civic Association.

C. Protestant agrees to notify Applicant of such meetings and events, if held, to the best of their ability via telephone calls, newsletters, and/or email list subscriptions.


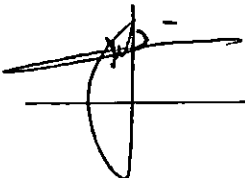
#### IV. Enforcement and Notices

A. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by Protestant in writing alleging such violation and given an opportunity to cure such violation.

B. Applicant and Protestant agree to enter into this agreement. Should any of the conditions of this agreement be breached, it is understood by both parties that the Protestant shall immediately file a complaint with ABRA to enforce the provisions of this Agreement.

C. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

1. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
3. Any complaints made by Langston Civic Association under this Agreement shall be in writing via email; mailed by certified mail, return receipt requested, postage prepaid; or hand-delivered to the Applicant.

 2/16/18       2/16/18

A. Sydelle Moore  
President, Langston Civic Association  
Sydelle202@gmail.com

Date

Sun K. Choi  
Owner, 7 Food Store  
kevinpak65@gmail.com

Date