

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

YD Progress, LLC
t/a Lucky Corner Store

Applicant for a Renewal of a
Retailer's Class B License

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

Case No.: 23-PRO-00080
License No.: ABRA-093115
Order No.: 2024-087

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

Robert B. Clayton, Counsel, on behalf of the Applicant

Carson Lucarelli and Chrysanthé Courniotes, Commissioners, Advisory Neighborhood
Commission (ANC) 4D, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENTS AND
WITHDRAWAL OF ANC 4D' PROTEST**

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 and Cannabis Board (Board) for a Roll Call Hearing on December 4, 2023, and a Protest Status Hearing on January 10, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 4D have entered into a Settlement Agreement (Agreement), dated February 22, 2024, that governs the operations 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 Commissioners Carson Lucarelli and Chrysanthé Courniotes, on behalf of ANC 4D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 4D of this Application.

Accordingly, it is this 28th day of February 2024, **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 The Protest of ANC 4D in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamusDoc.com
Donovan Anderson
Key: ac430b98c66d5f09e4c730063d1cc08

Donovan Anderson, Chairperson

eSigned via SeamusDoc.com
James Short
Key: 547ae373f620de6ac8d1b332ad2048ec

James Short, Member



Silas Grant, Jr., 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 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 ABCA LICENSE RENEWAL PROTEST 23-PRO-00080**

This Settlement Agreement (the “Agreement”) is made and entered into by and between the Applicant, YD Progress, LLC t/a Lucky Corner Store (“Applicant”), and Advisory Neighborhood Commission 4D (“Protestant” and/or “ANC 4D”), with regard to the protest filed by Protestant to the 2023 application for the renewal of Applicant’s ABCA license.

Recitals

WHEREAS, the Applicant has filed an application with the District of Columbia Alcoholic Beverage and Cannabis Administration (“ABCA”) for renewal of its Retail Class “B” retail license being number ABRA-093115 (the “License”);

WHEREAS, on or about October 18, 2023, ANC 4D filed a protest with ABCA to the License renewal application, which protest has been designated 23-PRO-00080;

WHEREAS, as of the date of filing the renewal application and the date of this Agreement, the Applicant’s business address is 5433 Georgia Avenue NW, Washington, D.C. 20011;

WHEREAS, as of January 31, 2024, the Applicant will be relocating to a new business address and location; and

WHEREAS, in recognition of the ABCA’s policy of encouraging parties to protested proceedings to settle their differences by negotiated agreements, the parties hereto are desirous of entering into such an agreement whereby, subject to the ABCA’s approval, the Applicant will agree to certain measures intended to address the Protestant’s concerns relating to Applicant’s business location at 5433 Georgia Avenue NW, Washington, D.C. 20011. In consideration of the Applicant’s adoption of those measures, the Protestant will withdraw its protest to the License’s renewal and agree to allow the renewal of the License, provided that this Agreement is incorporated into ABCA’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:**

1. The provisions of the foregoing Recitals are fully incorporated herein by this reference.
2. The terms, provisions, and conditions of this Agreement shall apply solely to the Applicant’s business location and address at 5433 Georgia Avenue NW, Washington, D.C. 20011.

3. Efforts to Suppress Violence, Illegal Drug Sales, and Rowdiness Outside the 5433 Georgia Avenue NW Business Location. In an effort to reduce complained of violence, illegal drug sales, and rowdiness occurring outside and, in the area surrounding its 5433 Georgia Avenue NW location, by no later than January 17, 2024, Applicant shall install additional exterior lighting to the Kennedy Avenue NW side of the 5433 Georgia Avenue NW building and to the Illinois Avenue NW rear of the building. The additional exterior lighting will be installed at a height such that it cannot be easily or readily tampered with, and a minimum of two (2) sets of additional lights will be installed on the Kennedy Street NW side of the building and at least one (1) set of additional lights will be installed at the Illinois Avenue NW rear of the building. While Applicant remains in possession of the 5433 Georgia Avenue NW location, Applicant shall maintain all exterior lighting in good working order.

4. Efforts to Improve Exterior Appearance of 5433 Georgia Avenue NW Business Location. The Applicant and Protestant acknowledge and agree that bullet holes in the store front façade of the 5433 Georgia Avenue NW business location are an uninviting eyesore. Accordingly, during the period that the Applicant remains in possession of the 5433 Georgia Avenue NW location, to the extent that there are bullet holes present at that location, Applicant shall promptly take measures to cover, disguise, or to the extent practicable, repair the bullet holes.

5. Withdrawal of Protest. The Protestant agrees to the renewal of the Applicant's License and hereby withdraws its protest being 23-PRO-00080 to the renewal of the License. Protestants agree to the entry of an order by the ABCA allowing the renewal of the Applicant's License, provided that this Agreement is incorporated by ABCA into any order renewing the 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 concerning this Agreement. Accordingly, prior to involving ABCA, or law enforcement, or instituting proceedings alleging a violation of this Agreement, the Protestant shall first contact the Applicant to request correction of the issue. If the issue is not resolved after the request is made by the Protestant, Protestant 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 party 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

9. 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

By: Yosef Endale
Yosef Endale, Member
[Electronically signed pursuant to
D.C. Code §28-4906]

Date: 2/22/2024

By: Daniel Fantahun
Daniel Fantahun, Member
[Electronically signed pursuant to
D.C. Code §28-4906]

Date: 2/22/2024

Protestant:

Advisory Neighborhood Commission 4D

By: _____
Commissioner Carson Lucarelli (SMD 4D03)

Date:

By: _____
Commissioner Chrysanthe Courniotes (SMD 4D04)

Date:

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 or sent by E-mail. If notice is sent to the Applicant, it shall be sent to YD Progress LLC t/a Lucky Corner Store, E-mail: Yosefendale@gmail.com or E-mail: Danielbeata@yahoo.com. If notice is to be sent to Protestant, it shall be sent to Advisory Neighborhood Commission 4D attention Commissioner Carson Lucarelli E-mail: 4D03@anc.dc.gov or Commissioner Chrysanthé Courniotes E-mail: 4D04@anc.dc.gov.

9. 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

By: _____
Yosef Endale, Member


Date:

By: _____
Daniel Fantahun, Member

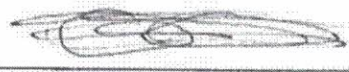
Date:

Protestant:

Advisory Neighborhood Commission 4D

By:  _____
Commissioner Carson Lucarelli (SMD 4D03)

Date: **2.21.24**

By:  _____
Commissioner Chrysanthé Courniotes (SMD 4D04)

Date: **2/22/24**