

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

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**In the Matter of:**

ChoDaeBak, Inc.  
t/a Mart Liquors

Applicant for Renewal of a  
Retailer's Class A License

at premises  
2931 Martin Luther King Jr. Avenue, SE  
Washington, D.C. 20032

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Case No.: 21-PRO-00031  
License No.: ABRA-108836  
Order No.: 2021-711

**BEFORE:**

Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Aliya Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

**ALSO PRESENT:** ChoDaeBak, Inc., t/a Mart Liquors, Applicant

Stephen J. O'Brien, Counsel, on behalf of the Applicant

Salim Adofo, Chairperson, Advisory Neighborhood Commission  
(ANC) 8C, Protestant

Joyce Doyle, Designated Representative, on behalf of a Group of  
Five or More Individuals (Joyce Doyle Group), Protestant

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**ORDER ON SETTLEMENT AGREEMENT AND DISMISSAL OF PROTEST**

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ChoDaeBak, Inc., t/a Mart Liquors, (Applicant) and Advisory Neighborhood Commission (ANC) 8C have filed an executed settlement agreement, dated October 27, 2021, in the matter of the Applicant's Application for the Renewal of its Retailer's Class A License. The signatories to the agreement are Chairperson Salim Adofo, on behalf of ANC 8C, and Eun Ok Cho, on behalf of the Applicant.

The written agreement of these parties has been reviewed by the Board and deemed compliant with all applicable laws and regulations. The agreement shall become a condition of licensure and the licensee shall comply with its terms in accordance with D.C. Official Code § 25-446. The Board further notes that as part of the agreement the ANC has agreed to withdraw its protest.

The Board further notes that the approval of the settlement agreement with Advisory Neighborhood Commission (ANC) 8C requires the Board to dismiss the protest filed by the Group of Residents and Property Owners pursuant to D.C. Official Code § 25-609(b).

### **ORDER**

Therefore, the Board, on this 3rd day of November 2021, hereby **ORDERS** the following:

1. The Application filed by ChoDaeBak, Inc., t/a Mart Liquors, is **APPROVED**;
2. The Settlement Agreement filed by the Applicant and ANC 8C is **APPROVED** and **INCORPORATED** as part of this Order in accordance with D.C. Official Code § 25-446;
3. The Protest of ANC 8C is **WITHDRAWN** in accordance with the terms of the settlement agreement;
4. The Protest filed by the Group of Residents and Property Owners represented by Joyce Doyle is **DISMISSED** in accordance with D.C. Official Code § 25-609(b); and
5. The pending motion to dismiss, titled “Motion to Dismiss Protest of Group of Five,” filed by the Applicant is deemed **MOOT**.

The agency is instructed to send a copy of this Order to the parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac42cb96c9d5809e4b730009d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d3fcadfbw146d7f4b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e91845e1f9e4016155e5c12f810c

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172031f5509447491b58f8c2a41890

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f8f0040ec14adeb52541ce5

Edward S. Grandis, Member

I dissent from the position taken by the majority of the Board.

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae373f820d6ac6d1b332dd2048ec

James Short, 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 ("Agreement") is made on this 27th day of October, 2021, by and between ChoDaeBak, Inc. t/a Mart Liquors ("Applicant") and Advisory Neighborhood Commission 8C ("ANC 8C").

- (a) Applicant has applied for renewal of a Retailer's Class A License (the "License") for a business establishment ("Establishment") located at 2931 Martin Luther King Jr. Avenue, SE Washington, D.C. 20032 (the "Premises"); and,
- (b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The applicant will manage and operate a Class A Retail Store. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the premises. Applicant's hours will not exceed the following:
  - a. Standard hours shall be no later than:
    - Sunday - Thursday: 9am to 10:00 pm
    - Friday and Saturday: 9am to 12:00 am
4. Public Space and Trash. Applicant shall police daily the sidewalk (up to and including the curb), tree boxes, adjacent parking lot and alley for debris, refuse and other materials. Applicant shall power wash outdoor areas adjacent to the store as reasonably necessary. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when

waste is not being disposed. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 10:00 p.m.

5. Signage. Mart Liquors Owner/Operator will maintain its existing external signage, including signage with messages stating: (a) "NO LOITERING"; "NO SITTING"; "CUSTOMER PARKING ONLY"; (b) all exterior and window signage shall be professionally produced, including any COVID related signage; and (c) currently, the exterior door and glass are free and clear of markings, damage, signs and Applicant will maintain such in present condition at all times.

6. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of ONE (1) time per quarter and shall maintain recommended pest control measures.

7. Intentionally Omitted.

8. Complaint Log. The Establishment will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, security, trash, rodents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

11. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Committee of ANC 8C. Participation in such meetings promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues.

12. Security Cooperation In Stemming Illegal Drugs and Public Drinking.

- a. Applicant agrees that it shall take all reasonable steps to minimize such problems as unruly patrons and sales or use of illegal drugs within the premises or in the adjacent parking lot. Applicant shall maintain cooperation with the Metropolitan Police Department (MPD) and other law enforcement officials when known or suspected drug activities occur. Applicant shall to the fullest extent permissible by law discourage loitering on its premises or in the adjacent parking lot.
- b. Applicant shall hire an onsite, armed District of Columbia-licensed Special Police Officer to maintain order in its interior premises and in the adjacent parking lot for six (6) business hours per day, Monday through Saturday. The specific hours worked by such SPO may vary day-to-day in the discretion of the Applicant. The requirement imposed by this Section 12.b shall expire at the expiration of the current ABC license term (March 31, 2024) unless renewed in writing by the parties.
- c. Applicant will maintain in working order at all times security cameras that cover the interior of the store and the sidewalk of the property and adjacent parking lot. The footage from these cameras shall be maintained for at least thirty (30) days and be made available within 48 hours to MPD or ABRA.

13. Personnel

- a.
- b. b. All employees of the Establishment shall be conversant with the requirements of this Settlement Agreement.

14. License Ownership.

Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.

16. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days in which to cure. If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

17. This Agreement represents the entire agreements between the parties. All prior negotiations and agreements between the parties are incorporated and merged herein.

If to Applicant:           ChoDaeBak, Inc. t/a Mart Liquors  
2931 Martin Luther King Jr. Avenue, SE

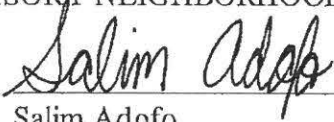
If to the ANC:           Advisory Neighborhood Commission 8C  
2730 Martin Luther King Jr. Ave SE  
Washington DC 20032



Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 8C

By:



Salim Adofo  
Chairman

APPLICANT

By:

Eun Ok Cho

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Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 8C

By: \_\_\_\_\_  
Salim Adofo  
Chairman

APPLICANT

By:  \_\_\_\_\_  
Eun Ok Cho

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