

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

**In the Matter of:** )  
 )  
Fana, Inc. )  
t/a Mudrick's Supermarket )  
 )  
Application for Substantial Change )  
(Class Change) )  
to a Retailer's Class A License )  
 )  
at premises )  
1064 Bladensburg Road, NE )  
Washington, D.C. 20002 )  
 )

Case No.: 21-PRO-00093  
License No.: ABRA-105822  
Order No.: 2022-061

Fana, Inc., t/a Mudrick's Supermarket, Applicant

Kevin Lee, Counsel, on behalf of the Applicant

Stephen Cobb, Chairperson, Advisory Neighborhood Commission (ANC) 5D, Protestant

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

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

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The Application filed by Fana, Inc., t/a Mudrick's Supermarket (Applicant), for a Substantial Change to Class Change from Retailer's Class B License to Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 3, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 5D entered into a Settlement Agreement (Agreement), dated February 9, 2022, 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 Chairperson Stephen Cobb, on behalf of ANC 5D, are signatories to the Agreement.

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

Accordingly, it is this 16th day of February 2022, **ORDERED** that:

1. The Application filed by Fana, Inc., t/a Mudrick's Supermarket, for a Substantial Change to Class Change from Retailer's Class B License to Retailer's Class A License, located at 1064 Bladensburg 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 The Protest of ANC 5D in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a14322f95638f9e4b7300531d00f8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 347a93728226b6a0e1a1332882248e

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 255d3fcd4fb14647f4075bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e91845e1f9e4316155e5c12f81e2

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 63172591105594974915699c2a41815

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027b2a709f0d40e14adeb52541ce5

Edward S. Grandis, 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 II 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 Fana, Inc., t/a Mudrick's Supermarket, located at 1064 Bladensburg Road**  
**NE, Washington, DC 20002. ABRA License No. ABRA-105822**  
**and**  
**ADVISORY NEIGHBORHOOD COMMISSION SINGLE MEMBER DISTRICT 5D07**  
**ADVISORY NEIGHBORHOOD COMMISSION 5D**

This Settlement Agreement ("Agreement") is entered on this <sup>9<sup>th</sup></sup> day of February, 2022, between Fana, Inc., t/a Mudrick's Supermarket, located at 1064 Bladensburg Road NE, Washington, DC 20002. ABRA License No. ABRA-105822 ("Applicant") and the Advisory Neighborhood Commission (ANC) 5D07, with ANC Commissioner Stephen Cobb, as the representative for ANC 5D.

**RECITALS**

Applicant, a holder of a Class B off-premises alcoholic beverage license, ABRA License No. ABRA-105822 ("Class B License"), seeks a substantial change its Class B license issued for its establishment located at 1064 Bladensburg Road NE, Washington, DC 20002 ("Establishment") which is currently within the boundaries of ANC 5D, to a Class A License.

Applicant and ANC 5D collaborated to find additional ways to improve the safety and orderly functioning of the Mudricks Store to better serve the community and allow the business to thrive. The parties negotiated to address issues raised in reference to the substantial change in Mudrick's license from a Class B to a Class A, and now seek the approval by the District of Columbia Alcoholic Beverage Control Board (the "Board") of Applicant's substantial change 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 maintain the following terms including but not limited to provisions regarding Public Safety; Cleanliness and Conditions of Premises and Immediate Environs; Cooperation with Community; and Enforcement and Notices. The Applicant shall place a container for trash outside of its business, on the public street side. Applicant shall maintain and empty this container for the life of this settlement agreement.
2. 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 times when the Metropolitan Police Department has been called for assistance; and

- c. Continuing to engage in conversation with ANC 5D towards efforts in feasibly combating loitering.
3. Applicant shall refrain from making change for customers who do not make a purchase of an item from its store. Applicant shall conspicuously post a sign in its establishment alerting patrons of this policy.
4. Applicant shall not divide a manufacturer's package of more than one container of beer, malt liquor, or ale, to sell an individual container of the package if the capacity of the individual container is 70 ounces or less.
5. Applicant must refrain from selling, giving, offering, exposing for sale, or delivering an individual container of beer, malt liquor, or ale with a capacity of 70 ounces or less.
6. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by the ANC 5D in writing alleging such violation and given an opportunity to cure such violation within no more than ten (10) days. All notice demands and requests (collectively "notice") which either party 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:**

Ronald Dixon  
Chairperson Sydelle Moore, ANC 5D by Stephen Cobb 5D07  
1010 Cameron Street  
Alexandria, VA 22314  
[rdixon@bynumandjenkinslaw.com](mailto:rdixon@bynumandjenkinslaw.com)  
[5D07@anc.dc.gov](mailto:5D07@anc.dc.gov)  
*Counsel for ANC 5D*

**FOR APPLICANT:**

Kevin Lee  
KIC & Associates, PLLC  
700 Pennsylvania Ave., SE, 2nd Floor  
Washington, DC 20003  
[kevinleelaw@gmail.com](mailto:kevinleelaw@gmail.com)  
*Counsel for Applicant, Mudrick's Supermarket*

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.

7. 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  
Mudrick's Supermarket

ABEL MEKONNEN  


ANC 5D CHAIRPERSON

Stephen A. Cobb  
By Stephen Cobb ANC 5D, 5D07