

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

_____)	
In the Matter of:)	
)	
Malcha, Inc.)	
t/a Victor Liquors)	
)	
Application for a Renewal of)	License No.: 17911
Retailer's Class A License –)	Case No.: 1273-06/070P
at premises)	Order No.: 2007-065
6220 Georgia Avenue, N.W.)	
Washington, D.C.)	
_____)	

Malcha, Inc., t/a Victor Liquors, Applicant

Stephen A. Whatley, Chairman, on behalf of Advisory Neighborhood Commission 4A,
Protestant

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for renewal of a Class A Retailer's License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on June 21, 2006, in accordance with D.C. Official Code § 25-601 (2001). Stephen A. Whatley, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 4A, filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated May 3, 2007, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

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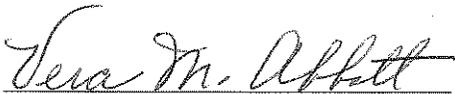
Accordingly, it is this 1st day of August 2007, **ORDERED** that:

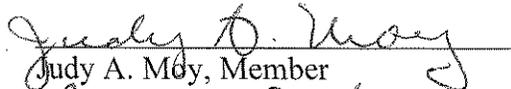
1. The protest of Stephen A. Whatley, Chairman, on behalf of ANC 4A, is **WITHDRAWN**;
2. The renewal application for Malcha, Inc., t/a Victor Liquors, at 6220 Georgia Avenue, N.W. Washington, D.C., for a Class A Retailer's License is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board

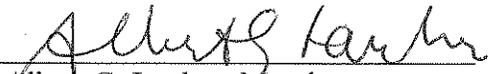

Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member

~~Peter B. Feather, Member~~


Albert G. Lauber, Member


Mital M. Gandhi

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY SETTLEMENT AGREEMENT

THIS VOLUNTARY SETTLEMENT AGREEMENT ("Agreement") is made and entered into this 3 day of May, 2007, by and between VICTOR'S LIQUORS ("APPLICANT"), License #17911, and ADVISORY NEIGHBORHOOD COMMISSION 4A ("ANC").

WITNESSETH

WHEREAS, Applicant is located at 6220 Georgia Avenue NW, Washington, DC, 20011; and

WHEREAS, renewal of Applicant's Class A license has been protested by the ANC; and,

WHEREAS, the parties now enter into this Voluntary Settlement Agreement pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the complaints contained in the letter of protest dated June 20, 2006, signed by Stephen A. Whatley, Advisory Neighborhood Commissioner, SMD 4A03, a copy of which is attached hereto;

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. Applicant is aware of and intends to comply with the provisions of the ABC Regulations, 23 DCMR, and Chapter 3, Section 25-301 et. seq. of the District of Columbia Code, 2001 Edition, as amended, and as may be further amended from time to time.
3. Single units of beer and fortified wines. Applicant agrees to not sell single units or multiple single units of beer, domestic ales, or malt liquors of sixteen (16) ounces and less, unless they are pre-packaged by distributor in quantities of six (6) units or more. Applicant further agrees to not sell "MD 20/20" fortified wine in all size containers and packages. Upon a change of management or ownership or the sale or transfer of this Class A license, Applicant agrees to not sell all brands, quantities and packages of fortified wines.
4. Paraphernalia. Applicant agrees to continue to not sell all brands of tobacco rolling papers, "blunts," scrubbing pads ("Chore Boy"), and glass

tubes ("Rosebuds"), and other like-products that may be adapted or used by customers for illegal drug activity. This does not prohibit the sale of cigarettes.

5. Loitering. Applicant shall continue to take all reasonable measures to discourage loitering in the immediate environs. Included in these measures shall be the posting of clearly visible "No Loitering" signs (lettering no less than 5 inches) on the interior, exterior, and rear of the establishment. Applicant will keep a log of all calls made to the Metropolitan Police Department; said log shall be made available to Advisory Neighborhood Commission 4A upon request.
6. Public space and trash. Applicant shall take all reasonable measures to ensure that the immediate environs, as defined in 23 DCMR 720.2, of Applicant's establishment are kept free of litter and debris. Applicant shall clean its immediate environs by 10:30 a.m. daily, periodically as needed during the hours of operation, and within one (1) hour before closing. Applicant further agrees to not deposit business trash or debris in public trash receptacles.
7. Signage and graffiti. Applicant agrees to continue the practice of not placing or affixing paper or plastic signs, banners, and/or posters to its store windows and shall continue to not place merchandise inside the front windows so as to obstruct visibility into the establishment. In addition, Applicant agrees to continue to ensure that interior and exterior window surfaces are maintained and cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does not detract from the adjacent residential community. Applicant shall promptly report graffiti to the City, and shall request its removal; if not removed by City within seven (7) business days, Applicant agrees to remove or paint over any graffiti on its immediate premises, including, but not limited to, the steel roll-down grates on the front façade and the rear (alley) brick facade.
8. Public safety and security. Applicant shall reasonably cooperate with the ANC in its ongoing efforts to alleviate alcohol abuse problems and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with the ANC to improve the overall environment around its establishment and to maintain it as an attractive, pleasant, and safe area for residents, patrons and neighboring businesses.
9. Notice of sale or transfer. Applicant agrees to provide notice to ANC 4A by certified mail, return receipt requested or by hand delivery, of any proposed transfer of its Class A License or a change in its operation/management before any transfer or change is implemented. This Agreement shall be a permanent attachment to the Applicant's Class A

license, and shall convey to any subsequent license holder with all covenants and conditions contained therein.

10. Communication. Should there be any written communication from the ANC related to the terms of this Agreement, the Applicant agrees to respond in writing within twelve (12) business days by certified mail, return receipt requested, or by hand delivery. If necessary, the applicant's initial response may seek additional time to provide a full and complete response to the ANC.
11. The parties further agree that this Agreement shall be governed by the provisions of Section 1513.5 of 23 DCMR.
12. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

IN WITNESSETH THEREOF, the parties have executed this Agreement as of the date and year first above written.

ON BEHALF OF VICTOR'S LIQUORS:

Madeline S. Grossman

ON BEHALF OF ADVISORY NEIGHBORHOOD COMMISSION 4A:

Stephen A. Whatley 5/3/2007

Stephen A. Whatley, Chairman, ANC 4A

Brian J. Lang 5/3/2007

Brian J. Lang, Advisory Neighborhood Commissioner, SMD 4A06