

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

In the Matter of:)	
Victoria, Inc.)	
t/a Mayfair Liquors)	
Application for a Retailer's Class)	Case No. 207-03/027P
A License – renewal)	2004-35
at premises)	
7312 Georgia Ave., N.W.)	
Washington, D.C.)	
)	

James H. Jones, Chairman, on behalf of the Advisory Neighborhood Commission 4A,
Protestant

Jeong J. Seo, President, on behalf of Applicant

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on June 4, 2003, in accordance with D.C. Official Code Section 25-601 (2000 Edition). James H. Jones, Chairman, Advisory Neighborhood Commission 4A, filed a timely protest letter.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated March 15, 2004, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Victoria, Inc.
t/a Mayfair Liquors
Page two

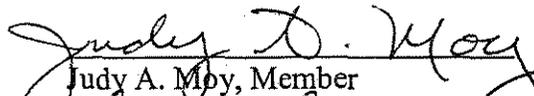
Accordingly, it is this _____ day of _____, 2004, **ORDERED**
that:

1. The opposition of James H. Jonese, Chairman, on behalf of Advisory Neighborhood Commission 4A is **WITHDRAWN**;
2. The application of Victoria, Inc. t/a Mayfair Liquors for a Retailer's class A license (renewal) at 7312 Georgia Ave., N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

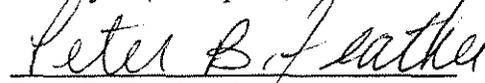
District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson

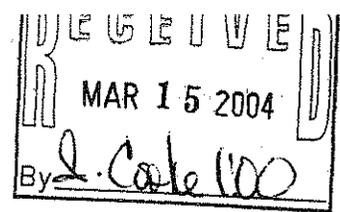

Vera Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member

VOLUNTARY SETTLEMENT AGREEMENT



This Agreement made and entered into this 15th day of March, 2004, by and between Victoria, Inc., t/a Mayfair Liquors, hereinafter "Mayfair Liquors" or "Applicant", and Advisory Neighborhood Commission 4A 02 and 4A 03, hereinafter "ANC",

WHEREAS, the Applicant's ABC Application Number 207-03/027P for renewal of its ABC License has been protested by the ANC;

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 May 9, 2003, signed by the Chairman, ANC 4A, a copy of which is attached hereto; and

WHEREAS, the attached letter of protest designated Stephen A. Whatley, Commissioner of ANC 4A 03, to represent the ANC's position and protest at the public hearing conducted by the ABC Board.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows.

1. Mayfair Liquors agrees not to sell single containers or multiple singles of beer, domestic ales, domestic fortified wine, such as Cisco or MD 20-20, malt liquors and wine coolers of less than seventy (70) ounces unless they are pre-packaged by the manufacturer in four (4) or six (6) unit containers. Mayfair Liquors shall have until June 30, 2004 to sell out the remaining stock and, upon signing this Agreement, Applicant will

cease ordering stock not in compliance with the above language. The parties agree that Mayfair Liquors will continue to sell craft, imported and esoteric beers as warm singles.

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. Applicant shall take all reasonable measures to discourage loitering on its immediate environs. Included in the measures shall be clearly visible "No Loitering" signs (lettering no less than 5 inches) posted on the interior and exterior of its establishment, including the adjacent parking lot. Mayfair Liquors will keep a log of calls made to the Metropolitan Police Department; said log shall be made available to Advisory Neighborhood Commissioners 4A 02 and 4A 03 upon request.

4. Applicant shall take all reasonable measures to insure 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.

5. Applicant shall not place signs/posters on more than twenty-five (25%) percent of its front windows and shall not stack merchandise in front of the windows so as not to obstruct visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does

not detract from the adjacent residential community and promptly remove or paint over any graffiti on its immediate premises.

6. Applicant shall reasonably cooperate with the Protestants in 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 Protestants to improve the overall environment around its establishment to make it a more attractive, pleasant, and a safe area for residents, customers and businesses.

7. Applicant agrees to provide notice by certified mail-return receipt requested, or hand deliver any proposed transfer of its Class A License or change in its operation/management to ANC 4A 02 and 4A 03 before any transfer or change is implemented.

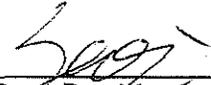
8. Should there be any written communication from the ANC related to the terms of this Agreement, the Applicant agrees to respond in writing within twelve (12) business days by certified mail, return receipt requested, or hand delivered. The initial response may seek additional time to provide a full and complete response.

9. The parties further agree that this Agreement shall be governed by the provisions of Section 1513.5 of 23 DCMR.

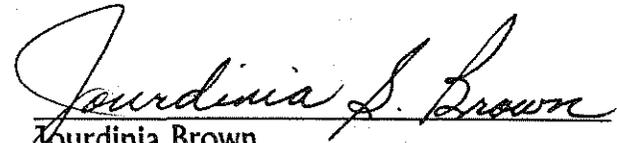
10. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

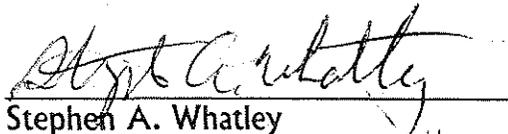
WHEREFORE, the parties have affixed their hands and seals the day and date first above written.

VICTORIA, INC., T/A MAYFAIR LIQUORS

BY: 
Jeong J. Seo, President

ADVISORY NEIGHBORHOOD
COMMISSION

BY: 
Jourdinia Brown
Commissioner ANC 4A 02

BY: 
Stephen A. Whatley
Commissioner ANC 4A 03

(926)