

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

**In the Matter of:**

S. R. Brothers, Inc.  
t/a S & R Liquors

Applicant for a Transfer to a New Location  
to a Retailer's Class A License

at premises  
1015 18th Street, N.W.  
Washington, D.C. 20036

Case No. 14-PRO-00097  
License No. ABRA-097252  
Order No. 2015-143

S. R. Brothers, Inc., t/a S & R Liquors (Applicant)

Scott Mead, on behalf of Washington Square Limited Partnership

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF  
WASHINGTON SQUARE LIMITED PARTNERSHIP'S PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that S. R. Brothers, Inc., t/a S & R Liquors, Applicant for a transfer to a new location of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 20, 2015.

The official records of the Board reflect that the Applicant and Washington Square Limited Partnership entered into a Settlement Agreement (Agreement), dated March 4, 2015, that governs the operation 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 Alan H. Gottlieb, on behalf of Washington Square Limited Partnership, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Washington Square Limited Partnership.

Accordingly, it is this 22nd day of April, 2015, **ORDERED** that:

1. The Application filed by S. R. Brothers, Inc., t/a S & R Liquors, for a transfer to a new location of its Retailer's Class A License, located at 1015 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Washington Square Limited Partnership in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement, dated March 4, 2015, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

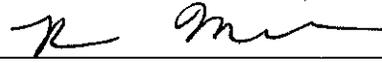
Section 2 – This Section shall be modified to read as follows: “In addition to the restricted brands listed in the Voluntary Agreement dated March 11, 2009 between the Applicant and ANC 2B the Applicant agrees to not sell any single serve beer that is less than 24 ounces at a price below \$5.00 (subjected to annual CPI adjustment), nor any two pack beers.”

Section 7 – The following language shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 10-day period (or, with respect to a breach which reasonable requires more than 10-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code 25-447 should be amended as follows: “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.”

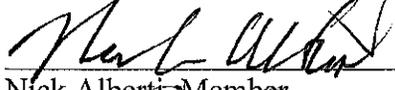
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and Scott Mead, on behalf of Washington Square Limited Partnership.

District of Columbia  
Alcoholic Beverage Control Board



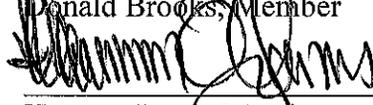
Ruthanne Miller, Chairperson



Nick Alberti, Member

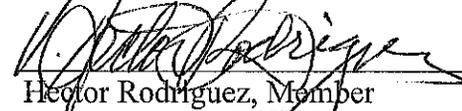


Donald Brooks, Member

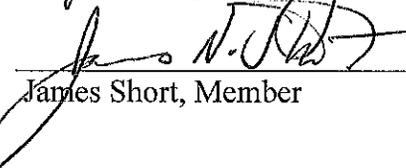


Herman Jones, Member

Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 4th\_ day of March, 2015 by and between S&R Liquors License # 097252 ("Applicant"), and \_ Washington Square Limited Partnership LLP, Owner: 1050 Connecticut Ave NW ("Protestant"), (collectively, the "Parties").

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3.31.15

### WITNESSETH

WHEREAS, Applicant has applied for a License Class A, License Number 097252, for a business establishment ("Establishment") located at 1015 18<sup>th</sup> St. NW, Washington, D.C. ("Premises");

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WHEREAS, the District of Columbia has enacted legislation banning the sale of certain sizes of malt liquor or ale, and including half pints or less of spirits in Wards 2 and 6

WHEREAS, the Applicant has an existing valid Voluntary Agreement with Advisory Neighborhood Commission 2B ("ANC2B")

WHEREAS, Protestant is Washington Square Limited Partnership LLP via Scott Mead of Lerner Corporation, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on peace, order, and quiet of the neighborhood, adverse impact on real property values and to eliminate the need for a Protest Hearing regarding the license application.

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. The recitals set forth above are incorporated herein by reference.
2. In addition to the restricted brands listed in the Voluntary Agreement dated March 11, 2009 between the Applicant and ANC2B the Applicant agrees to not sell Corona 22 oz., Foster 24 oz., Guinness 22 oz, Heineken 22 oz., Modelo 24 oz., Sapporo, Stella 22 oz., nor any two pack beers.
3. The Applicant's hours of operation shall be as follows:

Monday through Friday 10:00 a.m. to 8:00 p.m.

Monday through Friday 10:00 a.m. to 10:00 p.m.  
Saturday 10:00 a.m. to 8:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Monday through Friday 10:00 a.m. to 10:00 p.m.  
Saturday 10:00 a.m. to 8:00 p.m.

4. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building, as needed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
5. Protestants are concerned that the type of license the Applicant is transferring to the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems. Applicant shall, to the full extent permissible by law, discourage loitering in the vicinity of the Premises, including not providing lottery game sales of any kind.
6. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license unless the applicant sells or transfers its business.
7. In the event that if any party is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 10 days of the date of such notice. If Applicant or the licensee fails to cure within the 10 -day period (or, with respect to a breach which reasonably requires more than 10 -days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: S&R Liquors  
1015 18<sup>th</sup> Street, NW  
Washington, DC 20006  
Attn: Virender S. Manocha

w/ a copy to: Bernard C. Dietz, Esq.  
209 Pennsylvania Ave, SE  
Washington, DC 20003

If to Protestants: Washington Square Limited Partnership LLP  
c/o Lerner Corporation  
2000 Tower Oaks Boulevard, 8<sup>th</sup> Floor  
Rockville, MD 20852  
Attn: Scott Mead  
Tel (301) 692-2219  
Fax (301) 692-2633

w/ a copy to: Washington Square Limited Partnership LLP  
c/o Lerner Corporation  
2000 Tower Oaks Boulevard, 8<sup>th</sup> Floor  
Rockville, MD 20852  
Attn: Legal Department

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.

10. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

**PROTESTANT: WASHINGTON SQUARE LIMITED PARTNERSHIP**  
By its managing agent LERNER CORPORATION

Alan H. Gottlieb

By: Printed Name

[Signature]  
Signature

Lerner Legal  
Department  
APPROVED

**APPLICANT:**

S.R. Brothers Inc T/A S&R Liquors  
Establishment's Name

Virender Manjaria, President  
By: Printed Name/ Title

[Signature]  
Signature