

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

<b>In the Matter of:</b>	)	
	)	
Tsehay, LLC	)	
t/a Tsehay Ethiopian Restaurant	)	
	)	
Applicant for a New	)	License No.: ABRA-110594
Retailer's Class CR License	)	Order No.: 2018-619
	)	
at premises	)	
3630 Georgia Avenue, NW	)	
Washington, D.C. 20010	)	
	)	

Tsehay, LLC, t/a Tsehay Ethiopian Restaurant (Applicant)

Kent C. Boese, Commissioner, Advisory Neighborhood Commission (ANC) 1A

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Tsehay, LLC, t/a Tsehay Ethiopian Restaurant (Applicant), and ANC 1A have entered into a Settlement Agreement (Agreement), dated October 10, 2018, 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 Commissioner Kent C. Boese, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 24th day of October, 2018, **ORDERED** that:

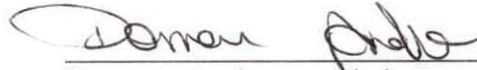
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 3 (Hours of Operation and Sales) – The language “Additionally, Applicant's hours of live entertainment on premise shall be as follows for Ethiopian Holidays (Ethiopian New Year on September 11, Ethiopian Christmas on January 7, and Ethiopian Easter (changing dates year to year) and Special Ceremonies such as Weddings, Anniversaries, and Engagements: Noon – 2:00 am” shall be replaced with the language “The ANC will not object to the Applicant applying for an one-day substantial change permit in accordance to 23 DCMR § 1003, so that it may offer entertainment on Ethiopian holidays and on January 1.”

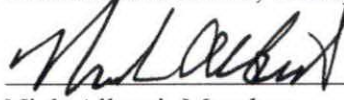
The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia  
Alcoholic Beverage Control Board



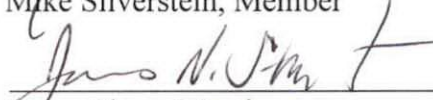
Donovan Anderson, Chairperson



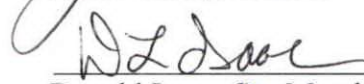
Nick Alberti, Member



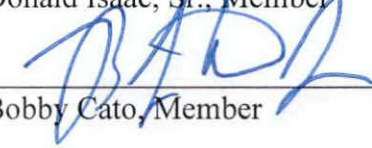
Mike Silverstein, Member



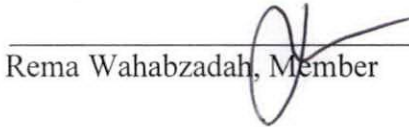
James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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).



## 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Valerie Baron  
SMD 1A04 – Sadaf Mortezaei  
SMD 1A07 – Sharon Farmer  
SMD 1A10 – Rashida Brown

SMD 1A02 – Vickey A. Wright-Smith  
SMD 1A05 – Christine Miller  
SMD 1A08 – Kent C. Boese  
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Zach Rybarczyk  
SMD 1A06 – Angelica Castañon  
SMD 1A09 – Bobby Holmes  
SMD 1A12 – Margaret Hundley

### SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 10th day of October 2018, by and between TSEHAY, LLC t/a Tsehay Ethiopian Restaurant (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

### WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class “CR” Restaurant for a business establishment located at 3630 Georgia Avenue, NW, Washington, D.C. (the “Premises”);

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 an 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 (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, 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. **Recitals Incorporated:** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business:** The Applicant will manage and operate a restaurant with an emphasis on food and a variety of live entertainment as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales:** The Applicant’s hours of operation shall be as follows;

Sunday through Thursday 10:00 am – 2:00 am,

Advisory Neighborhood Commission 1A  
3400 11th Street NW #200  
Washington, DC 20010

Friday and Saturday 10:00 am – 3:00 am

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

Sunday through Thursday 10:00 am – 2:00 am

Friday and Saturday 10:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol on the Summer Garden shall be as follows:

Sunday through Thursday 10:00 am – 2:00 am

Friday and Saturday 10:00 am – 3:00 am

The Applicant's hours of live entertainment on premise shall be as follows:

Friday and Saturday Noon – 3:00 am

Sunday Noon – 2:00 am

Additionally, Applicant's hours of live entertainment on premise shall be as follows for Ethiopian Holidays (Ethiopian New Year on September 11, Ethiopian Christmas on January 7, and Ethiopian Easter (changing dates year to year)) and Special Ceremonies such as Weddings, Anniversaries, and Engagements:

Noon – 2:00 am

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground floor of the building and the summer garden. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise, Entertainment, and Privacy:** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Doors and windows will be closed after 9:00 p.m. except as needed for the purpose of patrons to enter and exit. The Applicant may offer facilities for live performances with an entertainment endorsement inside the premises and on the Summer Garden and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The Applicant shall configure any and all speaker systems such as to minimize sound from being heard in the adjacent residential area. In the event there

shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation. The Applicant will notify performers of the terms of the Entertainment endorsement, including hours on the Summer Garden, as necessary to maintain peace, order, and quiet in the surrounding residential area.

6. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), and abutting public spaces 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 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.
7. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
8. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding 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.
9. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
10. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a 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. 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:  
TSEHAY LLC, t/a Tsehay Ethiopian  
Restaurant  
3630 Georgia Ave., NW  
Washington, DC  
Attn: Selamawit Gossa  
Daniel Seifu  
(240) 491-1145

If to Protestants:  
Advisory Neighborhood Commissions 1A  
  
3400 11<sup>th</sup> Street, NW  
Washington, DC  
Attn: Kent Boese, Chairman  
(202) 944-8111

TSEHAY, LLC

Signature:  \_\_\_\_\_

Print Name: Selamawit Gossa (Owner)

Signature:  \_\_\_\_\_

Print Name: Daniel Seifu (Owner)

ANCIA

Signature:  \_\_\_\_\_

Print Name: Kent C. Boese