

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

In the Matter of:)	
Abegaz, LLC)	
t/a Abegaz & Choma)	
Applicant for a New)	Case No.: 19-PRO-00070
Retailer's Class DR License)	License No.: ABRA-112634
at premises)	Order No.: 2019-488
4913 Georgia Avenue, NW)	
Washington, D.C. 20011)	

Abegaz, LLC, t/a Abegaz & Choma (Applicant)

Jannie Barden, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 4D

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 4D'S PROTEST**

The Application filed by Abegaz, LLC, t/a Abegaz & Choma (Applicant), for a new Retailer's Class DR License, was protested by ANC 4D.

The official records of the Board reflect that the Applicant and ANC 4D entered into a Settlement Agreement (Agreement), dated June 7, 2019, 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 Jannie Barden, on behalf of ANC 4D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 4D.

Accordingly, it is this 12th day of June, 2019, **ORDERED** that:

1. The Application filed by Abegaz, LLC, t/a Abegaz & Choma, for a new Retailer's Class DR License, located at 4913 Georgia Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 4D in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 1 (Nature of the Business) – The following language shall be removed:
“with an emphasis on Ethiopian food.”

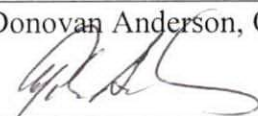
Section 4 (Rats and Vermin Control) – The language “of the community, the ANC, or the Board” shall be replaced with the language “by the Board.”

The parties have agreed to these modifications.

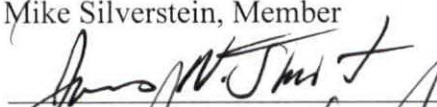
4. Copies of this Order shall be sent to the Applicant and ANC 4D.

District of Columbia
Alcoholic Beverage Control Board

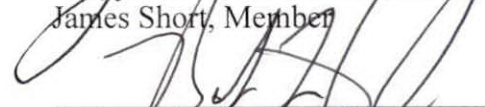
Donovan Anderson, Chairperson




Mike Silverstein, Member



James Short, 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 14th 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).

<p>Peter Tabor 4D01@anc.dc.gov (202) 643-7349</p>	<p>ANC 4D 2019-2020</p>  <p>P.O. Box 60834 Washington, DC 20039 www.anc4d.org 202-798-7444</p>	<p>Jamie Barden 4D04@anc.dc.gov (202) 656-8164</p>
<p>Renee Bowser Chair 4D02@anc.dc.gov (240) 801-5830</p>		<p>Krystal Branton Vice Chair 4D05@anc.dc.gov (202) 854-9185</p>
<p>Aaron Polkey Secretary 4D03@anc.dc.gov (202) 643-9402</p>		<p>Jonathan Nobil Treasurer 4D06@anc.dc.gov (202) 656-8295</p>

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into by and between the Abebaz, LLC. t/a Abegaz & Choma (“Applicant”) and Advisory Neighborhood Commission 4D (“Protestant”), (collectively, the “Parties”).

WHEREAS, the Applicant has filed an application for a new Retailers License Class “D” Restaurant (ABRA-112634) with the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) issued for a business establishment located at 4913 Georgia Avenue NW, Washington D.C.;

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiated agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants’ concerns and Protestants will agree to the issuance of a new ABC license and withdraw their protests provided that such agreement is incorporated into the Board’s order revising the license;

NOW THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Parties respectively hereto agree as follows:

1. Nature of the Business:

The Applicant will manage and operate a restaurant with an emphasis on Ethiopian food. The Applicant shall not have a cover charge of any kind to gain entry to part or all of the establishment. No external promoters shall be allowed to organize events. The premises shall not be used as a residence or domicile. Staff shall be trained and responsible for informing patrons of the allowable uses of the space and responsible for enforcing use only within these limitations. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to ANC4D and residents and require prior approval by the ABC Board.

2. Hours of Operation and Sales:

The Applicant's hours of operation, sale, and service of the 1st floor (street level) shall be from 10:00 a.m. to 9:00 p.m., Sunday through Thursday, 10:00 a.m. to 11:00pm, Friday-Saturday. There will be no operation, sale, or service on the sidewalk café or on any other floor. Alcoholic beverage sales shall be limited to: 11:00 a.m. to 8:30 p.m. Sunday through Thursday and 11:00 a.m. to 10:30 p.m. Friday-Saturday. Alcoholic beverages for sale shall be limited to beer and wine.

No additional hours of operation, sale, or service shall be permitted (1) on days designated by DC ABC Board as "extended Hours for ABC Establishments"; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licenses in general extended operating hours; or (3) on January 1 of each year.

3. Public Space and Trash:

The 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 Establishment agrees maintain a dumpster in the rear of the building to be emptied no less frequently than two times during the week. Applicant shall police those areas sufficiently to assure that refuse and other materials are promptly removed. The 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. Applicant's trash collection contract shall ensure trash collection and commercial trash pick-up will take place at a time least disruptive to neighbors, between 8 a.m.- 4 p.m.

4. Rats and Vermin Control:

Applicant shall provide rat and vermin control for its property. The Applicant shall provide proof of its rat and vermin control contract upon the request of the community, the ANC, or 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 no uncontained garbage or odors present the following morning.

5. Security Cooperation in Stemming Illegal Drugs and Public Drinking:

Applicant agrees that it shall take all necessary steps to minimize such problems stemming from illegal drugs and public drinking, including, without limitation, designating a sufficient number of employees or contractors to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; not serve alcohol to intoxicated patrons; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

6. Compliance with ABRA Regulations:

Applicant promises 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.

7. Participation in the Community:

Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.

8. 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 to cure 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 or the community to file a complaint with the ABC Board 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:

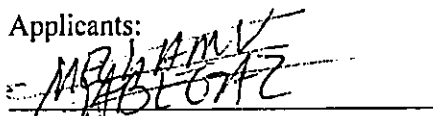
Melkamu Abeshe
4913 Georgia Avenue NW
Washington DC, 20011

If to Protestants:


ANC4D04
P.O. Box 60834
Washington DC, 20039
(240) 599-6526

In witness whereof, the parties have executed this Settlement Agreement as of the day and date first written above.

Applicants:


Melkamu Abeshe

Advisory Neighborhood Commission 4D:


Jamie Barden
4D04 Commissioner