

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
E and K Inc.)
t/a Champion Kitchen)
)
Application for Substantial Change)
(Increase Occupancy and Change of Hours))
to a Retailer’s Class CR License)
)
at premises)
7730 Georgia Avenue, NW)
Washington, D.C. 20012)
)

Case No.: 23-PRO-00052
License No.: ABRA-103055
Order No.: 2023-707

E and K Inc., t/a Champion Kitchen, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Joan E. Hoyte, Vice Chairperson, Advisory Neighborhood Commission (ANC) 4A,
Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 4A’S PROTEST**

The Application filed by E and K Inc., t/a Champion Kitchen (Applicant), for a Substantial Change to increase the interior occupancy and change the hours to its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on July 3, 2023, and a Protest Status Hearing on August 9, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 4A entered into a Settlement Agreement (Agreement), dated December 5, 2023, that governs the operations 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 Vice Chairperson Joan E. Hoyte, on behalf of ANC 4A, are signatories to the Agreement.

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

Accordingly, it is this 13th day of December 2023, **ORDERED** that:

1. The Application filed by E and K Inc., t/a Champion Kitchen, for a Substantial Change to its Retailer's Class CR License, located at 7730 Georgia Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 4A in this matter is hereby **WITHDRAWN**;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) – This Sections shall be modified to read as follows: “The Establishment has applied to operate a restaurant (DC Restaurant License DOF 931317000189) and intends to offer an upscale Ethiopian menu with a touch of American influence and specialty coffee. This Agreement shall not prevent the licensee from applying to change its license or business model as required by law and does not prevent the licensee from changing the cuisine offered at the establishment.”

Subsection 7(b) (Exterior Presentation) (Pole-Mounted Sign) – This Subsections shall be modified to read as follows: “Promptly upon execution of this Agreement, Champion Kitchen will take such steps as are necessary to paint the pole supporting the signage located at the northern end of the property and install new signage in the empty space at the top of the structure. Champion Kitchen will maintain this structure as needed.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac431b98c66d5f09e4b7300693d1ccc89

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f520d6eac8d1b3329d2046ec

James Short, Member



Silas Grant, Jr., 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 and Cannabis 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).

SETTLEMENT AGREEMENT

Come now E AND K INC., trading as Champion Kitchen, and **ADVISORY NEIGHBORHOOD COMMISSION 4A**, and by these premises do hereby make and enter into this AGREEMENT on this the 5th day of December in the year 2023.

RECITALS

Whereas Champion Kitchen holds a Retailer's Class C Restaurant License (ABRA-103055) for a business establishment located at 7730 Georgia Avenue NW (hereinafter the "Establishment") with an entertainment endorsement (hereinafter the "License"); and

Whereas Champion Kitchen has filed an application with the Alcohol Beverage and Cannabis Administration (hereinafter "ABCA") for a substantial change in the terms of the License (hereinafter "the Application"); and

Whereas Advisory Neighborhood Commission 4A (hereinafter the "ANC" "the Protestant") have protested Champion Kitchen's substantial change application; and

Whereas the Parties hereto desire to enter into a Settlement Agreement whereby (1) Champion Kitchen will adopt certain measures to address the concerns raised by ANC 4A; (2) ANC 4A will withdrawal its protest of the Application, subject to the approval of this Agreement by ABCA and further conditioned upon Champion Kitchen's compliance with its terms; and (3) this Agreement shall be adopted as a formal condition of Champion Kitchen's Application.

Now, therefore, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Basic Operations

1. ***Nature of the Business.*** The Establishment operates a restaurant (DC Restaurant License DOF 931317000189) and offers an upscale Ethiopian menu with a touch of American influence and specialty coffee.
2. ***Strict Compliance with Applicable Regulation.*** Champion Kitchen shall comply strictly with all laws and regulations of the District of Columbia, including regulations promulgated by ABCA, the Department of Licensing and Consumer Protection, the Department of Buildings, the Department of Health, the Department of Public Works, and all other applicable regulations and policies regarding (i) the conduct of its business; (ii) ownership of its license; (iii) any provisions applicable to liquor licenses; and (iv) any provisions applicable to restaurants. Any references to specific statutes or regulations are purely for informational purposes and will not constitute a violation of this settlement agreement.

3. ***Hours of Operation.*** Champion Kitchen shall begin operating no earlier than 10:00 AM and shall cease operating no later than 2:00 AM, except that (i) Champion Kitchen shall not begin operating until 12:00 noon on Sunday mornings; (ii) on Friday nights and Saturday nights Champion Kitchen may continue operating until 3:00 AM; (iii) on the evening of December 31 Champion Kitchen may continue operating until 4:00 AM; and (iv) Champion Kitchen may operate during such extended hours as ABCA may authorize pursuant to DC Code § 25-723 so long as Champion Kitchen complies with any restrictions, conditions, and regulations imposed by ABCA or any other applicable regulating body (hereinafter the “Hours of Operation”).
4. ***Occupancy.*** Champion Kitchen’s interior occupancy shall not exceed 89 persons and 55 seats at any time.

Compliance Issues

5. ***Security.*** Champion Kitchen shall monitor and secure the premises to deter unruly or criminal behavior during large special events.
 - a. Champion Kitchen shall install security cameras to cover both the interior and exterior of its premises and will operate them in compliance of the security camera provisions of DC Code Section 25-836.
 - b. Champion Kitchen shall act diligently to ensure that all footage from its security cameras is maintained for no less than thirty (30) days and that its footage is made available to ABCA and MPD within 48 hours upon request.
 - c. Champion Kitchen shall take reasonable steps to control unruly, loud, or raucous patrons, whether inside or outside the premises.
 - d. Champion Kitchen shall to the fullest extent permissible by law to discourage loitering in the vicinity of the premises.
 - e. All security personnel or companies hired by Champion Kitchen shall be legally licensed to provide by either the Metropolitan Police Department or any District of Columbia agency responsible for managing the licensure of Security professionals within security services in the District of Columbia.
2. ***Public Space, Trash, and Vermin Control.*** Champion Kitchen acknowledges familiarity and agrees to remain compliant with all DC Code and DC Municipal Regulations regarding public space, snow removal, and trash disposal, including but not limited to the following:
 - a. Champion Kitchen shall clean the sidewalk and curb in front of and in the rear of its premises at or before the beginning and at the end of each day’s operations and during the course of the day as may be reasonably warranted.

- b. Champion Kitchen shall take all reasonable measures to ensure that the private and public space in the front and rear of its premises shall consistently remain free of litter, chewing gum, bottles, and other debris.
- c. No less frequently than once per month Champion Kitchen shall power wash (using appropriate detergents) all outdoor areas where trash, recyclable materials, and grease are stored or over which such materials are transported.
- d. Champion Kitchen shall block the view of all outdoor areas where trash, recyclable materials, and grease are stored using shrubbery and/or securely-installed lattice, fencing, or similar material such that the stored waste materials and receptacles are not visible to passersby or from abutting properties.
- e. Champion Kitchen shall store no waste materials (including trash, recycling, and grease waste) or other materials outdoors except in covered containers that are impervious to vermin, leaks, and odors.
- f. Champion Kitchen shall keep all outdoor receptacles (whether for waste materials or storage) closed at all times except as needed for immediate use.
- g. Champion Kitchen shall consistently keep all waste receptacles (including dumpsters) and the areas surrounding such receptacles clean and shall take such other steps as may reasonably be warranted to limit odors and to control pests and rodents.
- h. Champion Kitchen shall repair or replace any damaged or leaking waste or storage receptacles within five (5) business days of the discovery of the damage or leak.
- i. Champion Kitchen shall take all reasonable measures to ensure that waste materials and waste receptacles are placed in such a way that they do not encroach on the abutting private properties or public sidewalk and so that in the case of ordinary accident occurring during waste pickup such waste materials and waste receptacles will not encroach on the abutting private properties or public sidewalk.
- j. Champion Kitchen shall arrange for trash and recycling collection no fewer than twice per week and for grease removal at least once per month.
- k. In addition to regularly-scheduled trash and recycling collection, Champion Kitchen shall arrange for trash to be collected or the grease pit to be unclogged within twelve (12) hours of any trash receptacles becoming overflowing or the grease pit becoming clogged.
- l. Champion Kitchen shall not permit trash to collect occur or the grease pit to be unclogged between the hours of 10:00 PM and 6:00 AM.

- m. Champion Kitchen shall contract with a licensed exterminator to inspect the establishment and premises no less frequently than once every calendar quarter and to implement and maintain all pest control measures recommended by the exterminator.
 - n. Champion Kitchen shall remove snow and ice from its premises and the abutting sidewalk in a timely and faithful manner and in full compliance with all provisions of District of Columbia regulations.
- 3. **Staff Training.** Champion Kitchen shall provide training regarding (i) Alcohol Awareness and (ii) Champion Kitchen's Security Plan and ABCA rules and regulations related to security policies and procedures to bartenders and servers who work at its premises. Such training shall be provided (i) to existing staff within thirty (30) calendar days of the execution of this Agreement; (ii) to new staff within thirty (30) calendar days of the commencement of such person's employment; and (iii) no less frequently than once each year.
- 4. **Residential Parking Impact Amelioration.** Champion Kitchen shall take all reasonable steps to minimize the impact of its operations on residential parking, including, but not limited to, the following:
 - a. Champion Kitchen shall instruct all personnel, patrons, vendors, contractors, and valet parkers not to park in any residential-designated or residential-zoned parking areas.
 - b. Champion Kitchen shall notify patrons in all of its advertising, including its website, social media posts, and communications by promoters, that there is very limited street parking in the vicinity.
 - c. Champion Kitchen shall inform ANC 4A of any written agreements with commercial property owners to provide parking to patrons it may have and notify ANC 4A should they be terminated.
- 5. **Advertising.** Champion Kitchen will promote its food menu on its website and any other online promotional sites it may use.
- 6. **Noise.**
 - a. **Noise Law Compliance.** Champion Kitchen acknowledges familiarity with and agrees to comply with all applicable noise control provisions of District law and regulations, including:
 - i. Not producing any sound, vibration, noise, or music of such intensity that it may be unreasonably disturb persons in the surrounding areas. This includes but is not limited to noises created by use of any (i) mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (ii) bell, horns,

gong, whistle, drum, or other noisemaking article, instrument, or device; or (iii) other musical instruments.

- ii. Keeping the doors and windows closed at all times during business hours when music is being played or when a sound amplification device is being used on the premises except when people are actively using the door for ingress or egress.

7. ***Exterior Presentation.***

- a. ***Signage.*** Champion Kitchen shall post commercially-made signs next to all entrances and exits, on both the inside and outside of its premises, in such a place, size, and manner and with such illumination as will make the signs conspicuous and clearly visible to patrons and pedestrians which (i) discourage patrons and employees from parking in the residential neighborhood; (ii) ask patrons to avoid loud or raucous behavior when arriving at and leaving its premises; and (iii) direct patrons not to loiter
- b. ***Pole-Mounted Sign.*** Promptly upon execution of this Agreement, Champion Kitchen will take such steps as are necessary to paint the pole supporting the signage located at the northern end of the property and install new signage made by the community in the empty space at the top of the structure. Champion Kitchen will maintain this structure as needed.
- c. ***Safe Lighting.*** Champion Kitchen shall keep the interior and exterior of its premises lighted adequately during hours of operation as is necessary to reasonably ensure safety and security, including such lighting as is necessary to ensure the effectiveness of its security cameras.
- d. ***No Distracting Lighting.*** Champion Kitchen shall use no harsh, flashing, or strobe lighting (which distracts automobile drivers and bicycle riders).
- e. ***Landscaping.*** Champion Kitchen shall regularly maintain the trees planted in the vacant space at the northern end of the property, shall add seasonal shrubbery, perennials, and flowering annuals, and shall ensure that they are reasonably attractive, clean, and largely without weeds and install additional plants as needed to fill the space.
- f. ***Timeliness.*** All work required by this Paragraph shall be completed within six (6) months of the execution of this Agreement, subject to extensions from ANC 4A (consent to which shall not be unreasonably withheld).

General Provisions

8. ***Additional Acknowledgment by the Parties.*** Nothing in this Agreement shall prohibit Champion Kitchen from filing a one-day or permanent substantial change application.

9. **Communications.** Champion Kitchen shall provide to ANC 4A's designated representative a mobile phone number and an email address for the owner or a designee. Champion Kitchen shall ensure that ANC 4A or any community members can effectively and promptly reach Champion Kitchen in the event of any urgent matter, including in case of disturbances from noise or other aspects of its operations. Champion Kitchen shall ensure that it promptly updates this contact information as may be warranted by staff changes and the like.
10. **Transferability.** Champion Kitchen agrees that any document assigning or transferring any liquor license issued to Champion Kitchen shall contain a provision that the assignee or transferee of such licensee shall agree to be bound by the terms of this Agreement.
11. **Enforceability.** If any provision of this Agreement is determined by ABCA to be invalid or unenforceable, such provision shall be struck or amended and the Agreement's remaining provisions shall remain enforceable.
12. **No Third-Party Beneficiary Rights.** This Agreement creates no obligations or duties on the part of Parties other than as stated specifically in this Agreement. This Agreement does not create any rights that can be relied upon or enforced by individuals who are not Parties to this Agreement. An alleged violation of this Agreement shall not create a new, independent private right of action. The Parties stipulate, agree, and acknowledge that this Agreement is not intended to create any third-party beneficiaries.
13. **Amendments.** This Agreement shall not be amended or modified except by a written instrument signed by the duly-authorized representative(s) of each of the Parties.
14. **Entire Agreement.** This Agreement represents the complete Agreement between the Parties and replaces and supersedes all previous Voluntary Agreements and settlement agreements between the Parties.
15. **Withdrawal of Protest.** In consideration of the above, the ANC 4A shall advise ABCA that it concurs with the terms of this Settlement Agreement and upon execution of this Agreement by the Parties ANC 4A shall withdraw its protest.
16. **Execution in Counterparts.** This Agreement may be executed in counterparts.
17. **Non-Waiver of Objections.** The failure by a Party to object to conduct or to give notice of a purported violation shall not constitute a waiver of or acquiescence to any such violation or future violation.
18. **Notices.** Notices shall be provided by email, U.S. Mail, or hand-delivery. Notice shall be provided to the Parties as follows:

If to ANC 4A:
Patience Singleton, Chair
Joan Hoyte, Vice Chair

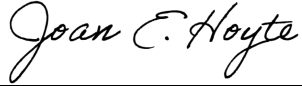
If to Champion Kitchen:
Eyob Worku
Champion Kitchen

ANC 4A
6218 Georgia Ave NW
P.O. Box 44
Washington, DC 20011
4A02@ANC.DC.Gov

7730 Georgia Ave NW
Washington, DC 20012
eyobworku@ymail.com

In Witness Whereof, the Parties have executed this Agreement as of the last date and year written below.

**ADVISORY
NEIGHBORHOOD
COMMISSION 4A**



JOAN E. HOYTE
Vice Chair

December 5th, 2023
Date

**E AND K, INC., T/A
CHAMPION KITCHEN**



ID KyvgjisHT34hqBWtwRNHNAmc

EYOB WORKU
Owner

December 5, 2023
Date

