

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

**In the Matter of:** )

Meskerem Abebe, LLC )  
t/a Right Spot )

Holder of a )  
Retailer's Class CR License )

at premises )  
1917 9th Street, NW )  
Washington, D.C. 20001 )

License No.: ABRA-100631  
Order No.: 2020-026

Meskerem Abebe, LLC t/a Right Spot, Licensee

James Turner and Dan Orlaskey, Commissioners, Advisory Neighborhood Commission (ANC) 1B

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, 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 Meskerem Abebe, LLC t/a Right Spot (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated May 28, 2019, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson James A. Turner and Commissioner Dan Orlaskey, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 8th day of January, 2020, **ORDERED** that:

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

Section 11 (Binding Effect) – The following language shall be removed:  
“and assigns.”

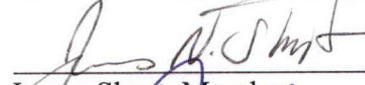
The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 1B.


District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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).

**Settlement Agreement Concerning Issuance of  
License ABRA-100631 to  
Meskerem Abebe, LLC, t/a Right Spot,  
1917 9<sup>th</sup> Street NW  
Washington, DC 20001**

THIS AGREEMENT, made and entered into this 28 day of May, 2019, by and between Meskerem Abebe, LLC, t/a Right Spot ("Applicant") and ANC 1B ("ANC") witnesses.

**RECITALS**

WHEREAS, the Applicant has filed an application for a License Class C Restaurant (ABRA-100631) ("License") for a business establishment located at 1917 9<sup>th</sup> Street, N.W., Washington, DC 20001 ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement (hereinafter referred to as the "Agreement");

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment

- a. The Applicant will operate and manage a Class C Restaurant Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
- b. The Establishment shall be a RESTAURANT.
- c. Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing.
- d. No outside operation or service shall occur.
- e. The Establishment shall have a maximum occupancy of 120. Applicant shall post its Certificate of Occupancy in public view at all times.

2. Hours of Operation and Sales

Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

a. Hours of Operation

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	8:00 a.m.	2:00 a.m.
<b>Monday</b>	8:00 a.m.	2:00 a.m.
<b>Tuesday</b>	8:00 a.m.	2:00 a.m.
<b>Wednesday</b>	8:00 a.m.	2:00 a.m.
<b>Thursday</b>	8:00 a.m.	2:00 a.m.
<b>Friday</b>	8:00 a.m.	3:00 a.m.
<b>Saturday</b>	8:00 a.m.	3:00 a.m.

b. Hours of Sales

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	12:00 p.m.	2:00 a.m.
<b>Monday</b>	12:00 p.m.	2:00 a.m.
<b>Tuesday</b>	12:00 p.m.	2:00 a.m.
<b>Wednesday</b>	12:00 p.m.	2:00 a.m.
<b>Thursday</b>	12:00 p.m.	2:00 a.m.
<b>Friday</b>	12:00 p.m.	3:00 a.m.
<b>Saturday</b>	12:00 p.m.	3:00 a.m.

c. Hours of Live Entertainment

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	6:00 p.m.	2:00 a.m.
<b>Monday</b>	6:00 p.m.	2:00 a.m.
<b>Tuesday</b>	6:00 p.m.	2:00 a.m.
<b>Wednesday</b>	6:00 p.m.	2:00 a.m.
<b>Thursday</b>	6:00 p.m.	2:00 a.m.
<b>Friday</b>	6:00 p.m.	2:00 a.m.
<b>Saturday</b>	6:00 p.m.	2:00 a.m.

d. Applicant shall be permitted to apply to Alcoholic Beverage Regulation Administration (ABRA) for additional holiday hours for indoor operation only.

e. Provided, However, (1) on days designated by ABRA as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or ABRA grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am

3. Noise

a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.

b. No entertainment will be provided outside the property. No entertainment will be provided on the sidewalk or on the rooftop. Applicant agrees to keep its doors and windows closed when music is being played at the establishment, inclusive of all types of amplified music from any source, live or recorded (ex. Musicians, DJs, etc.). However, the applicant may open its window panels seasonably, provided that the music and/or noise is not audible beyond the street curbside.

- c. Applicant shall take any and all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible, or noticeable in the case of vibration, in any residential premises regardless of distance from the Establishment. This includes, but is not limited to, making architectural and/or structural modifications to the Establishment if music, noise, and/or vibration cannot be contained within the Establishment through another method.
- d. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the establishment.
- e. Licensee's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 pm daily.
- f. Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 ("disorderly conduct"), that "[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences."
- g. Applicant shall receive deliveries only between 8:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- h. Applicant will ensure that all employees of the Establishment are fully aware of the requirements of this section.

#### 4. Deliveries, Cleanliness and Refuse Removal

- a. Take reasonable measures to ensure that the immediate environments of the establishment are kept in a clean and litter-free condition.
- b. Take appropriate measures to comply with DC Official Code &2717, while limiting the disposal of such refuse items after 9:00 pm, to reduce the impact of the peace and quiet of the neighborhood.
- c. Ensure that any trash pick-ups happen after 8:00 am and before 10:00 pm

#### 5. Trash and Odors

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.

- c. Applicant shall arrange for trash and recycling collection a minimum of THREE (3) times per week
- d. Applicant shall arrange for grease removal a minimum of TWO (2) times per month.
- e. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 8:00 a.m. and shall not allow trash collection to occur during these hours.
- f. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of ONE (1) time per month.
- g. Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

6. Rat and Vermin Control

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of ONE (1) time per quarter and shall maintain recommended pest control measures.

7. Security

- a. Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards, and security cameras. The licensee shall adhere to a security plan in all material respects and shall train employees to do the same.
- b. Applicant will maintain in working order at all times security cameras that entirely cover the adjacent lot, the interior of the restaurant and the sidewalk of the property and adjoining property. The footage from these cameras shall be kept for at least one month and be made available hours easily and quickly during business to MPD, ABRA, community members, and other interested parties upon request. Applicant shall ensure that (i) The cameras utilized by the establishment are operational; (ii) Any footage of a crime of violence or a crime involving a weapon is maintained for a minimum of 30 days and (iii) The security footage is made available within 48 hours upon request of ABRA or MPD.



8. Parking

a. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

9. Personnel

a. All bartenders employed by the Applicant shall be certified as having completed an "Alcohol Awareness Training" program recognized by the ABRA.

b. All employees of the Establishment shall be trained in the requirements of this Settlement Agreement at the time they begin their employment at the Establishment and at least ONE (1) times per year thereafter. Employees will be made aware of any material changes at the time they are approved by ABRA.

10. Compliance with Regulations

Applicant shall comply with regulations of ABRA, the Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

11. Binding Effect

This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

12. Agreement Available Upon Demand

A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and ABRA inspectors immediately upon request.

13. Notices

a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:  
Advisory Neighborhood Commission 1B  
2000 14th St., NW, Suite 100B  
Washington, DC 20009  
1b@anc.dc.gov

If to Applicant:  
Meskerem Abebe, t/a Right Spot  
1917 9<sup>th</sup> St. NW  
Washington, DC 20001

b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

#### 14. Signage

a. Signage shall comply with the exterior signage and lighting rights of the property.

b. No flashing or flashing neon signs.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class C Restaurant license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class C Restaurant license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

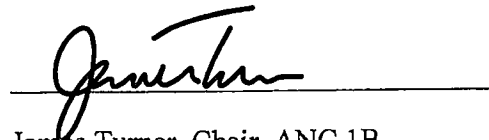
**ANC:**

Advisory Neighborhood Commission 1B



Dan Orlaskey, Representative for ANC 1B

Date Signed: 5/28/2019



James Turner, Chair, ANC 1B

Date Signed: \_\_\_\_\_

**APPLICANT:**

Meskerem Abebe, t/a Right Spot

By: Meskerem n Abebe

Print Name/Title: Meskerem Abebe

Date Signed: May 13/2019