

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

\_\_\_\_\_) )  
**In the Matter of:** ) )  
 ) )  
Fasil Ethiopian Restaurant, LLC ) )  
t/a Uptown Ethiopian Fusion Cuisine ) )  
 ) )  
Application for Renewal of a ) )  
Retailer’s Class CR License ) )  
 ) )  
at premises ) )  
1608 7<sup>th</sup> Street, N.W. ) )  
Washington, D.C. 20001 ) )  
\_\_\_\_\_)

Case No.: 16-PRO-00027  
License No.: ABRA-081849  
Order No.: 2016-457

Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant)

Farid Salih, on behalf of Capital Comfort Hostel

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant), for renewal of its Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 16, 2016, and a Protest Status Hearing on June 15, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Applicant and Capital Comfort Hostel have entered into a Settlement Agreement (Agreement), dated May 16, 2016, setting forth the terms and conditions that govern the operation of the Applicant’s establishment.

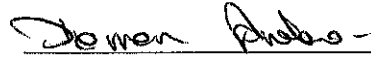
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Farid Salih, on behalf of Capital Comfort Hostel, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Capital Comfort Hostel of this Application.

Accordingly, it is this 20th day of July, 2016, **ORDERED** that:

1. The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine, for renewal of its Retailer's Class CR License, located at 1608 7<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Capital Comfort Hostel in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and Farid Salih, on behalf of Capital Comfort Hostel.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



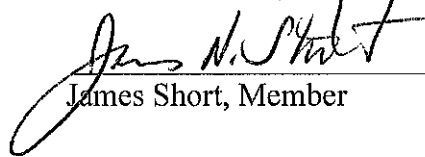
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 Amendment between Capital Comfort Hostel  
and  
Fasil Ethiopian Restaurant LLC  
T/A  
Uptown Ethiopian Cuisine**

This Amendment to the Settlement Agreement ("Agreement") entered into this 16th day of May, 2016, by and between ("Applicant"), and Advisory Neighborhood Commission 6E which is the ("Protestant(s)");

**Preamble**

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the community, while concurrently curtailing any adverse effect a business such as the Applicant's could have on the surrounding neighborhood. This agreement applies to an Class "CR" with an Entertainment Endorsement, which permits a DJ.

The Applicant agrees to collaborate with the Capital Comfort Hostel and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operations of the business establishment.

**Witnessed**

Whereas, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the amendments to the current settlement agreement.

Whereas, the parties wish to state their mutual intent and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within the residential districts) and their adjacent neighborhoods such that they are safe and clean.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties Agree As Follows:

• **Recitals Incorporated.**

The recitals set forth above are incorporated herein by reference.

• **Compliance with Law**

- In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations.
- Applicant agrees to place signage inside the establishment "Asking customers to exit the establishment in a quiet and orderly manner". In addition, Applicant will make an announcement prior to closing stating the same.

- Applicant will cease all forms of entertainment, 15 minutes prior to closing on all night. Sunday - Thursday, entertainment will cease at 1:45am and Friday - Saturday, entertainment will cease at 2:45am.
- Applicant will clean up the outside at closing of all trash and debris.
- Applicant will not have its doors open when entertainment is being performed.
- Applicant will not allow its employees or customers to use the patio area for smoking.
- Applicant shall remain in compliance with section 25-725 of the DC Code. Noise from licensed premises

• **Hours of Operation for Sales of Alcohol**

- Applicant shall not deliver alcohol to any intoxicated person, or to any person of intemperate habits, and/or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the District of Columbia (DC) Metropolitan Police Department (MPD) for any alcohol-related crime three times or more in any one year and who has been so identified by the MPD by giving a photo and name to the licensee.
- Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sales restrictions shall be posted on signs in the establishment.

• **Loitering and Other Criminal Activity**

- Applicant agrees to ask loiterer(s) to move on whenever they are observed outside the establishment or upon a patron's complaint of such loiterers;
- Coordinating with the DC MPD to monitor and remove loiterer(s):
  - If loiterer(s) refuse(s) Applicant's request to move on within ten minutes of the request, or
  - Within ten minutes of patron complaint if Applicant is unable to ask the loiterer(s) to disperse directly;
- Calling the MPD if illegal activity is observed;
- Keeping a written record of dates and times (i.e. a log) when the MPD has been called for assistance. Applicant's log upon request shall be provided to ABRA.
- Coordinate with property owner to maintain adequate and functional security lighting on building to discourage criminal activity on or within the immediate environs of the premises during business hours.

**To Minimize the constant vibrations from the blare of the music floor thumping from the dancing because of overcapacity.**

**Not to allow Uptown customers to sit in our building window to smoke Cigarette at ANY TIME and ANY DAY**

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

	<b>APPLICANT:</b> By: <u>Sinat Sisay</u> Date: <u>6.11.16</u>
<b>WITNESS:</b> <u>Shanika Brown</u>   Date: <u>6/11/2016</u>	Capital Comfort Hostel By: <u>[Signature]</u> Capital Comfort Hostel <u>6/11/16</u>