

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

In the Matter of:)
)
Fasika Ethiopia Cuisine, LLC)
t/a Fasika Ethiopia Cuisine)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1924 9th Street, N.W.)
Washington, D.C. 20001)
_____)

Case No.: 16-PRO-00095
License No.: ABRA-095180
Order No.: 2016-672

Fasika Ethiopia Cuisine, LLC, t/a Fasika Ethiopia Cuisine (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 1B’S PROTEST**

The Application filed by Fasika Ethiopia Cuisine, LLC, t/a Fasika Ethiopia Cuisine (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 17, 2016, and Protest Status Hearing on November 9, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated October 30, 2016, 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 Chairperson James A. Turner and Commissioner Brad Gudzinis, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 30th day of November, 2016, **ORDERED** that:

1. The Application filed by Fasika Ethiopia Cuisine, LLC, t/a Fasika Ethiopia Cuisine, for a new Retailer's Class CR License, located at 1924 9th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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 6 (Parking) – The following language shall be modified to read as follows: “Applicant shall not accept services or deliveries from vendors or contractors that park vehicles illegally, or allow its employees to park their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.”

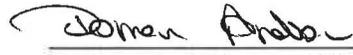
Section 7 (Compliance with Regulations) – The following sentence shall be removed: “Violations of agency regulations shall constitute a violation of this Agreement.”

Section 8 (Binding Effect) – The terms “assignee” and “contractee” shall be removed.

The parties have agreed to these modifications.

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

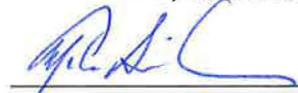
District of Columbia
Alcoholic Beverage Control Board



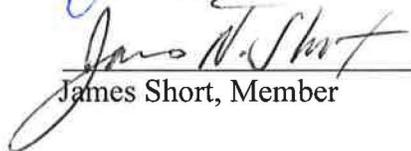
Donovan Anderson, Chairperson



Nick Alberti, Member

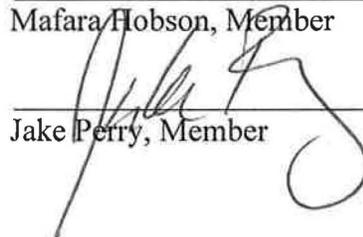


Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, 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).

**Settlement Agreement Concerning Issuance of
License ABRA-095180 to
Fasika Ethiopia Cuisine LLC, t/a Fasika,
1924 9th St NW**

THIS AGREEMENT, made and entered into this 30th day of October, 2016, by and between Fasika Ethiopia Cuisine LLC, t/a Fasika ("Applicant") and ANC 1B ("Protestant") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a new License Class CR (ABRA-095180) ("License") for a business establishment located at 1924 9th St NW ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, Protestant has protested the license application; and

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Applicant's operation so as to address the concerns raised by Protestant; and

WHEREAS, in recognition of the Board's policy of encouraging parties to a protested proceeding 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 Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement;

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns:

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 CR Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
 - b. The Establishment shall be a restaurant with an emphasis on food. Food service will be available at all times that alcoholic beverages are served.

- 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 46. 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:

Day	Not Earlier Than	Not Later Than
Monday	11:00 a.m.	12:00 a.m.
Tuesday	11:00 a.m.	12:00 a.m.
Wednesday	11:00 a.m.	12:00 a.m.
Thursday	11:00 a.m.	12:00 a.m.
Friday	11:00 a.m.	12:00 a.m.
Saturday	11:00 a.m.	12:00 a.m.
Sunday	11:00 a.m.	12:00 a.m.

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. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.
 - c. 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.
 - d. 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.”
 - e. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

4. 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 promptly repaired or replaced. 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 3 times per week; and for grease removal a minimum of once per month.
- d. 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 7:00 a.m. and shall not allow trash collection to occur during these hours.
- e. 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 twice per month.
- f. Applicant shall not create 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.

5. 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 once per quarter and shall maintain recommended pest control measures.

6. Parking.

- a. Applicant shall not permit employees, vendors, or contractors to park vehicles illegally or on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. 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.

7. Compliance with Regulations. Applicant shall comply with regulation of the Board, 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. Violations of agency regulations shall constitute a violation of this Agreement.
8. 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, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request
10. Notices.
 - a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

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

If to Applicant:
Fasika Ethiopia Cuisine LLC, t/a Fasika
1924 9th St NW
Washington, DC 20001
 - b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestant agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class CR 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.

PROTESTANT:

Advisory Neighborhood Commission 1B

BS

Brad Gudzin, representative for ANC 1B

Date Signed: 11/2/2016

James Turner, Chair, ANC 1B

Date Signed: _____

APPLICANT:

Fasika Ethiopia Cuisine LLC, t/a Fasika

By: _____

Print Name/Title:

Hanna A. Meskeu (owner) Samuel Assefaw

Date Signed:

10/30/16

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

PROTESTANT:

Advisory Neighborhood Commission 1B



Brad Gudzin, representative for ANC 1B

Date Signed: 11/2/2016

James Turner, Chair, ANC 1B

Date Signed: _____

APPLICANT:

Fasika Ethiopia Cuisine LLC, t/a Fasika

By: 

Print Name/Title: Samuel Asfaw

Date Signed: 10-30-16

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

PROTESTANT:

Advisory Neighborhood Commission 1B

BS

Brad Gudzin, representative for ANC 1B

Date Signed: 11/2/2016

James Turner

James Turner, Chair, ANC 1B

Date Signed: November 8, 2016

APPLICANT:

Fasika Ethiopia Cuisine LLC, t/a Fasika

By: [Signature]

Print Name/Title: Hanna A Maskeu owner

Date Signed: 10/30/16