THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Abal, LLC t/a CherCher Ethiopian Restaurant & Mart		
Holder of a Retailer's Class CR License	License No. Order No.	ABRA-090311 2015-297
at premises 1334 9th Street, N.W. Washington, D.C. 20001		

Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart (Licensee)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Cristina Amoruso, on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart, (Licensee), ANC 2F, and A Group of Five or More Individuals entered into Settlement Agreement (Agreement), dated November 19, 2012 and an Amendment to Settlement Agreement (First Amendment), dated September 16, 2014, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated June 3, 2015, in accordance with D.C. Official Code § 25-446 (2001).

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson John Fanning, on behalf of ANC 2F; and Cristina Amoruso, on behalf of the Group of Five or More Individuals; are signatories to the Second Amendment.

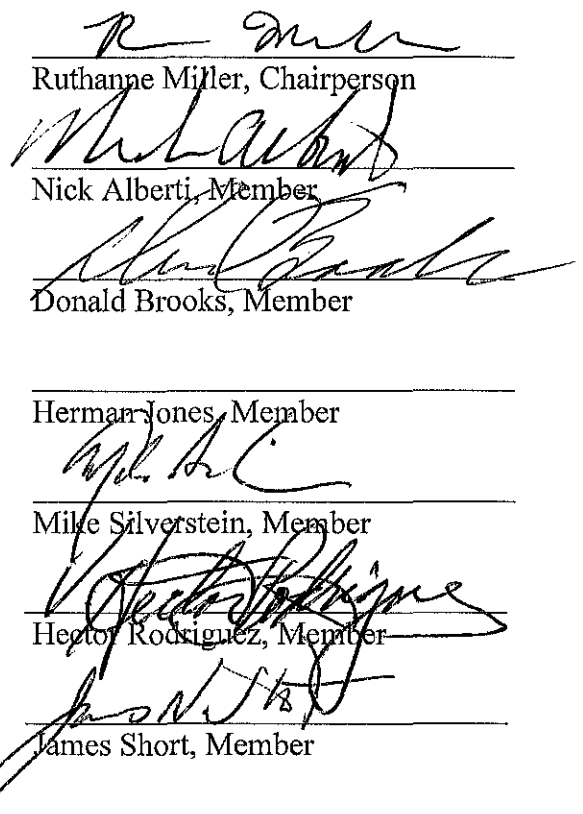
Accordingly, it is this 10th day of June, 2015, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement, dated June 3, 2015, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. All terms and conditions of the original Agreement and First Amendment, not amended by the Second Amendment, shall remain in full force and effect; and

3. Copies of this Order shall be sent to the Licensee, ANC 2F, and Cristina Amoruso, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Mike Silverstein, Member

Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, 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).

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to the existing Voluntary/Settlement Agreement ("Amendment") is made this 3rd day of June, 2015 between CherCher Ethiopian Restaurant ("Applicant"), and Advisory Neighborhood Commission 2F ("ANC 2F").

WITNESSETH

WHEREAS Applicant, holder of a Retailer's Class A License No. ABRA-090311, seeks a change to his license for operations at 1334 9th St, NW (the "Establishment");

WHEREAS, ANC 2F at its regularly scheduled and duly noticed monthly meeting of June 3, 2015, with a quorum present and operating throughout, voted unanimously to advise that the Alcoholic Beverage Control (ABC) Board approve the terms of this Amendment;

And WHEREAS, Applicant has asked to enter into this Amendment with ANC 2F and requests further that the ABC Board approve Applicant's request for renewal conditioned upon Applicant's compliance with the terms of this Amendment;

And WHEREAS, Cristina Amoruso, representative of the "Amoruso Group" (Voluntary Agreement of November 19, 2012) has represented their support of this amendment;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Incorporation of Voluntary Agreement dated November 19, 2012 and Amendment dated September 16, 2014. The parties agree to incorporate herein the terms of the Voluntary Agreement dated November 19, 2012 and Amendment dated September 16, 2014, both of which were subsequently approved by the ABC Board. Applicant agrees to adhere to the new and incorporated terms of this Agreement in operation of its business.

3. Occupancy. Occupancy for the Establishment shall be 47 seated and shall not exceed 49 in total.

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

FOR ANC 2F:

By: John Fanning
Chairman

FOR APPLICANT:

By: Alemayehu Abebe
CherCher Ethiopian Restaurant

FOR THE "AMORUSO GROUP":

By: Cristina Amoruso

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Abal, LLC t/a CherCher Ethiopian Restaurant & Mart		
Holder of a Retailer's Class CR License	License No. Order No.	ABRA-090311 2014-390
at premises 1334 9th Street, N.W. Washington, D.C. 20001		

Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart (Licensee)

Walt Cain, Commissioner, Advisory Neighborhood Commission (ANC) 2F

Cristina Amoruso, on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart, (Licensee), ANC 2F, and A Group of Five or More Individuals entered into Settlement Agreement (Agreement), dated November 19, 2012, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated September 16, 2014, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioner Walt Cain, on behalf of ANC 2F; and

Cristina Amoruso, on behalf of the Group of Five or More Individuals; are signatories to the Amendment.

Accordingly, it is this 8th day of October, 2014, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated September 16, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and

3. Copies of this Order shall be sent to the Licensee, ANC 2F, and Cristina Amoruso, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Mike Silverstein, Member

Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary Agreement ("Amendment") is made this 16th day of September 2014, by and between Abal, LLC, t/a Chercher Ethiopian Restuarant & Mart ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F"), and a Group of Five or More represented by Cristina Amoruso ("Amoruso Group"). (ANC 2F and Amoruso Group are sometimes jointly referred to as "Protestants.")

WITNESSETH

WHEREAS, Applicant, holder of a Retailer's Class CN License No. ABRA-090311, wishes to avail itself of extended hours for its licensed premises at 1334 9th St, NW, as related to the Voluntary Agreement dated November 19, 2012;

WHEREAS, Applicant has operated for nearly two years without any complaints to ANC 2F or investigated by ABRA regarding its hours of selling and serving alcohol;

WHEREAS, Two adjoining residential neighbors attended the August 20, 2014 ANC 2F ABRA Policy Committee (APC) meeting and spoke in support of the Applicant;

WHEREAS, ANC 2F at its regularly scheduled and duly noticed monthly meeting of September 10, 2014, with a quorum present and operating throughout, voted unanimously (8-0) to advise that the ABC Board approve the terms of this Amendment agreement;

WHEREAS, Cristina Amoruso, representative of the "Amoruso Group" (recital "b," Voluntary Agreement of November 19, 2012) has represented their support of this amendment;

WHEREAS, the community is supportive of Applicant's operation of the establishment and is supportive of its request for such extended hours;

WHEREAS, Applicant has agreed to enter into this Amendment agreement with the Community and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of its Voluntary Agreement dated November 19, 2012, as previously approved by the ABC Board;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Incorporation of Voluntary Agreement dated November 19, 2012. The parties agree to incorporate the terms of the Voluntary Agreement dated November 19, 2012,

and approved by the ABC Board. Applicant agrees to adhere to the terms of and amendments to that said agreement in the operation of its business during the later hours agreed to below by this Amendment.

3. Section 3 "Hours of Operation" of the November 19, 2012, Voluntary Agreement is amended. Section 3 "Hours of Operation" of that certain Voluntary Agreement dated November 19, 2012, is amended by striking the section in its entirety and substituting the following:

> "3. Hours of Operation. Applicant's hours for food service and selling and serving alcohol shall not exceed the following:
>
> Sunday - Thursday 9:30am – 1:00am
> Friday & Saturday 9:30am – 2:00am
>
> With the explicit understanding that all alcohol sales are to end one half hour before the above stated closing times."

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

For ANC 2F:

Commissioner Walt Cain, *Vice Chairman*

For Abal, LLC:

Alemayehu Abebe

For the "Amoruso Group":

Cristina Amoruso

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Abal, LLC	)	
t/a CherCher Ethiopian Restaurant & Mart	)	
	)	
Applicant for a New	)	Case No. 12-PRO-00080
Retailer's Class CR License	)	License No. ABRA-090311
	)	Order No. 2012-531
at premises	)	
1334 9th Street, N.W.	)	
Washington, D.C. 20001	)	
	)	

Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart (Applicant)

Matt Raymond, Vice Chairman, Advisory Neighborhood Commission (ANC) 2F

Cristina Amoruso, on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTESTS

The Application filed by Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart, 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 November 19, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2F, and A Group of Five or More Individuals have entered into a Voluntary Agreement (Agreement), dated November 19, 2012, 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; Vice Chairman Matt Raymond, on behalf of ANC 2F; and

Cristina Amoruso, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2F and the Group of Five or More Individuals.

Accordingly, it is this 13th day of December, 2012, **ORDERED** that:

1. The Application filed by Abal, LLC, t/a CherCher Ethiopian Restaurant & Mart, for a new Retailer's Class CR License, located at 1334 9th Street, N.W., Washington, D.C., is **GRANTED**;

2. The Protests of ANC 2F and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;

3. The above-referenced Voluntary 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 modification:

   Section 16 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: "If the breach is not cured within the notice period – or, with respect to a breach which reasonable requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced – the Parties may file a complaint with ABRA."

   The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2F, and Cristina Amoruso, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009

VOLUNTARY AGREEMENT

2012 NOV 19 A 11: 18

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 19th day of November 2012, by and between Abal, LLC, t/a Chercher Ethiopian Restaurant & Mart ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F"), and a Group of Five or More represented by Cristina Amoruso ("Amoruso Group"). (ANC 2F and Amoruso Group are sometimes jointly referred to as "Protestants.")

RECITALS

(a) Applicant has applied for a Retailer Class CR License (the "License") for a business establishment ("Establishment") located at 1334 9th Street, NW, Washington, D.C. (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In settlement of contested protest proceedings regarding the application for the License, the parties wish to enter into a Voluntary Agreement pursuant to D.C. Official Code §25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Nature of the Business. The applicant will manage and operate a restaurant with an emphasis on food service and sales. Any change from this model shall require prior approval by the ABC Board.

3. Hours of Operation. Applicant's hours of food service and sales shall not exceed the following:

Sunday – Thursday	9:30 a.m. – 12 a.m. midnight
Friday – Saturday	9:30 a.m. – 1:00 a.m.

Applicant's hours of alcoholic beverage sales, service and consumption shall not exceed the following:

Sunday – Thursday	11:00 a.m. – 12 a.m. midnight
Friday – Saturday	11:00 a.m. – 1:00 a.m.

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises.

Provided, however, that (a) on days designated by the Alcohol Beverage Control Board ("the Board") as "Holiday Extension of Hours" or "Daylight Savings Time Extension of Hours" Applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup.

4. Floors Utilized and Occupancy. The establishment is approximately 800 square feet; any deviation from this by more than twenty (20) percent shall require Applicant to file an amendment to its application with the Board for determination as to whether such deviation constitutes a substantial change in operation. The Applicant will provide seating and service to customers on the basement floor of the building. The Establishment's interior seating and occupancy shall not exceed 10 seating and 15 total occupancy. Applicant shall post its Certificate of Occupancy in a prominent location within the Establishment.

5. Noise. Applicant shall present only recorded background music, if desired. Applicant shall not install any exterior speakers to the Establishment.

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations, and regularly monitor the area for such purposes. Applicant shall deposit trash, grease and garbage only in proper containers, and shall see that container covers fit properly and remain fully closed and secured, except when trash, grease or garbage is being added or removed. The Applicant shall maintain regular trash-removal service and require its trash and recycling contractors to pick up trash and materials not earlier than 8:00 a.m. All trash and recyclables shall be kept interior to the premises, except for purposes of pickup, and shall be moved to the exterior of the premises for such purposes no later than 11 p.m. Applicant shall not install exterior public pay phones.

7. Rat and Vermin Control. Applicant shall provide monthly rat and vermin control for the Establishment.

8. Patrons. Applicant shall take reasonable steps to discourage its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

9. Incident Log. The Establishment's website, if any, will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by

any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

10. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration (ABRA) inspectors immediately upon request.

11. Compliance with ABRA Regulations. Applicant shall abide by applicable ABRA regulations regarding ownership of the License.

12. Participation in the Community. Applicant is encouraged to send a representative from time to time to ANC 2F meetings. ANC 2F meetings occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, NW, Washington, DC 20005, except as may be specified on www.ANC2F.org.

13. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet means such as reducing the volume of recorded music). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the Board pursuant to D.C. Official Code §25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:

c/o Alemayehu Abebe
1334 9th Street, NW
Washington DC 20001
abebe149@gmail.com

If to the ANC:

Advisory Neighborhood Commission 2F
5 Thomas Circle, NW

Washington, DC 20005
Anc2f@starpower.net

If to the Amoruso group: Cristina Amoruso
908 O St., NW
Washington, DC 20001
boontonmainst@aol.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____

Matt Raymond, Vice Chairman

ABAL, LLC

By: _____

Alemayehu Abebe

AMORUSO GROUP

By: _____

Cristina Amoruso