

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

<u>In the Matter of:</u>	)	
	)	
Amaya-I, LLC	)	
t/a La Cabana Restaurant	)	
	)	
Holder of a	)	License No. 74849
Retailer's Class CR License	)	Order No. 2009-038
at premises	)	
3614 14 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20010	)	
	)	

Amaya-I, LLC t/a La Cabana Restaurant, Licensee

Liesl Heeter, on behalf of a Group of Five or More Individuals

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT**

The Licensee and Liesl Heeter, on behalf of a Group of Five or More Individuals (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated October 5, 2006 setting forth the terms and conditions by which the Licensee would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' Amendment to Voluntary Agreement (Amendment) in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement, specifically in Section 2 wherein the Licensee's Hours of Operation are extended on Sunday through Thursday, from 11:00 a.m. to 2:00 a.m. and on Friday and Saturday from 11:00 a.m. to 3:00 a.m. All terms and conditions of the original Agreement not amended by the First Amendment shall remain in full force and effect.

**Amaya-I, LLC**  
**t/a La Cabana Restaurant**  
**License No. 78849**  
**Page Two**

Accordingly, it is this 25th day of February 2009, **ORDERED** that:

1. The Amendment to Voluntary Agreement by and between Amaya-I, LLC t/a La Cabana Restaurant, 3614 14<sup>th</sup> Street, N.W., Washington, D.C., and Liesl Heeter, on behalf of a Group of Five or More Individuals, to the existing October 5, 2006 Agreement is **APPROVED**;

2. The above-referenced Amendment is **INCORPORATED** as part of the existing Agreement and this Order; and

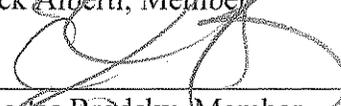
3. Copies of this Order shall be sent to the Parties.

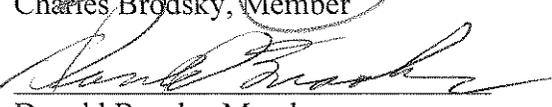
District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Mital M. Gandhi, Member

  
Nick Alberti, Member

  
Charles Brodsky, Member

  
Donald Brooks, Member

\_\_\_\_\_  
Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

January 12, 2009

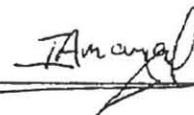
Alcoholic Beverage Regulation Administration  
Government of the District of Columbia  
941 North Capitol Street NE  
Suite 7200  
Washington, DC 20002

RE: Amaya-I, LLC, t/a La Cabana located at 3614 14<sup>th</sup> St. NW Wash. DC 20010  
License #74849

Dear Members of the Board:

This letter is to amend the license hours of operation, entertainment endorsement and Hours of Sale. Our current Operation hours and Hours of Sale are Sunday-Thursday 11 am to 1 am, Friday & Saturday 11 am to 2 am. We are asking to extend our hours of operation and Hours of Sale, Sunday-Thursday 11 am to 2 am, Friday & Saturday 11 am to 3 am. Also please amend the hours of entertainment endorsement Sunday, Wednesday, and Thursday from 6pm to 2 am, Friday and Saturday 6 pm to 3 am.

As you see in the other letter from the other party is in agreement with us. Thank You for taking these letters into your consideration, if you have any questions please contact me Isidoro Amaya (Owner) at (202) 903-8155.



---

Isidoro Amaya

(Owner)

January 12, 2009

Alcoholic Beverage Regulation Administration  
Government of the District of Columbia  
941 North Capitol Street NE  
Suite 7200  
Washington, DC 20002

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION  
2009 JAN 13 A 10:30  
RECEIVED BY Zyc

RE: Amaya-I, LLC, t/a La Cabana located at 3614 14<sup>th</sup> St. NW Wash. DC 20010  
License #74849

Dear Members of the Board:

This letter is to amend the license hours of operation and entertainment endorsement. Our current license hours are Sunday–Thursday 11 am to 1 am, Friday & Saturday 11 am to 2 am. We are asking to extend our hours of operation Sunday–Thursday 11 am to 2 am, Friday & Saturday 11 am to 3 am. Also please amend the hours of entertainment endorsement Sunday, Wednesday, and Thursday from 6pm to 2 am, Friday and Saturday 6 pm to 3 am.

As you see in the other letter from the other party is in agreement with us. Thank You for taking these letters into your consideration, if you have any questions please contact me Isidoro Amaya (Owner) at (202) 903-8155.

  
Isidoro Amaya

(Owner)

January 10, 2009

Alcoholic Beverage Regulation Administration  
Government of the District of Columbia  
941 North Capitol Street NE  
Suite 7200  
Washington, DC 20002

RE: Amaya I LLC, t/a La Cabana, 3614 14<sup>th</sup> Street, NW  
License 74849, Case 61096-/066P, Order 2006-262  
~~Application for extension of hours for inauguration.~~ *BH*

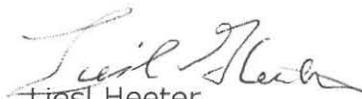
La Cabana holds an ABC Class CR license, and signed a voluntary agreement that restricts its hours with a group of five or more residents represented by Liesl Heeter ("Heeter 73" in the voluntary agreement).

As the license holder has shown itself to be a good and responsible neighborhood entity, the community agrees to honor its request to amend Section 2 "Hours of Operation" of the voluntary agreement to now state: "Hours of Operation Sunday-Thursday 11 am – 2am Friday and Saturday 11 am – 3am," the hours of operation permitted under the terms of a CR class license.

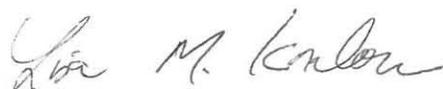
Both parties agree all other terms of the voluntary agreement remain in force, including the requirements that the establishment:

- ◆ maintain a log of calls to the District of Columbia Metropolitan Police Department
- ◆ comply with all applicable District of Columbia noise restrictions, including but not limited to preventing emissions of sound capable of being heard outside the premises, in order to maintain the peace, tranquility, and order of the surrounding residential neighborhood
- ◆ provide adequate lighting and security personnel to ensure the safety and security of employees, patrons, and residents
- ◆ lock the rear door from the outside and using it by patrons only as an emergency exit
- ◆ maintain the cleanliness of the property

Sincerely,

  
Liesl Heeter  
("Heeter 73")

██████████ NW  
Washington, DC 20010

  
LISA KRAVVIC

██████████ NW  
WASHINGTON DC 20010

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

In the Matter of: )

Amaya-I, LLC )

t/a La Cabana Restaurant )

New Application for a Retailer's )

Class "CR" License – )

at premises )

3614 14<sup>th</sup> Street, N.W. )

Washington, D.C. )

License no.: 74849

Case no.: 61096-06/066P

Order no.: 2006-262

Amaya-I, LLC, Applicant

Liesl Heeter, on behalf of a group of five (5) or more residents, Protestant

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The new application for a Retailer's Class "CR" License, having been protested, came before the Board on April 26, 2006, in accordance with D.C. Official Code § 25-601 (2001). Liesl Heeter, on behalf of a group of five (5) or more residents, filed timely opposition by letter on April 10, 2006.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 5, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

**Amaya-I, LLC**  
**t/a La Cabana Restaurant**  
**Case no. 61096-06/066P**  
**License no. 74849**  
**Page two**

Accordingly, it is this 15<sup>th</sup> day of November 2006, **ORDERED** that:

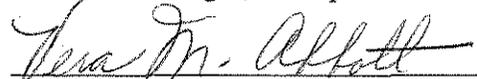
1. The protest of Liesl Heeter, on behalf of a group of five (5) or more residents, is **WITHDRAWN**;
2. The new application of Amaya-I, LLC, t/a La Cabana Restaurant, for a Retailer's Class "CR" License at 3614 14<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Amaya-I, LLC  
t/a La Cabana Restaurant  
Case no. 61096-06/066P  
License no. 74849  
Page three

District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

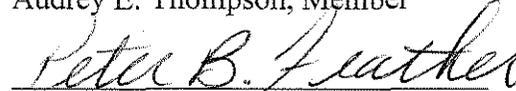


Vera M. Abbott, Member



Judy A. Moy, Member

Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT FOR LA CABANA

RE: license application #74849 for La Cabana, 3614 14th St, NW

Entered into this 5<sup>th</sup> day of October, 2006, between Amaya I, LLC ("Applicant") and Liesl Heeter, designated representative of a group of 73 individual protestants ("Heeter 73")

Whereas, Amaya I LLC, t/a La Cabana ("Applicant") has applied for an ABC Class CR license for the premises located at 3614 14th Street, N.W., Washington, DC ("Establishment"), Case No. 61096-06/066P;

and

Whereas, a group of five or more ("Heeter73") has filed a protest to the issuance of the license: and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Applicant and Heeter73:

Now, therefore, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree to the following:

**1. Ownership**

That the Applicant is the true and actual owner of the establishment for which the license is sought; that the Applicant intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association, or corporation not identified in the application, and that the establishment will be managed by the Applicant's principals in person or by a manager approved by the District of Columbia Alcoholic Beverage Control Board.

That Applicant and any future owner/license holder will maintain a CR license.

**2. Hours of Operation**

Hours of Operation for Food Service and Alcoholic Beverage Service:

Sunday through Thursday: 11 am to 1 am  
Friday and Saturday: 11 am to 2 am

GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGISTRATION & INSPECTION  
2006 OCT 6 P 12:14  
RECEIVED

The Applicant agrees, pursuant to DC Code § 25-101(43) and § 25-113, to have the sale of food account for at least 45 percent of gross annual receipts, or to have annual gross food sales of at least \$2,000 per occupant (as determined by the approved Certificate of Occupancy).

The Applicant further agrees that all patrons shall leave the establishment on or before the above closing times.

**3. Noise/Music/Dancing:** The Applicant has applied for an entertainment endorsement for which the parties agree to the following:

A(1). Applicant agrees to offer live music only on Wednesday, Thursday, Friday, Saturday and Sunday evenings and have only one of the following at the same time for the establishment: live band, karaoke or DJ. Notwithstanding the forgoing, Applicant may offer live entertainment on Cinco de Mayo (May 5<sup>th</sup>), Central American Independence Day (September 15th), The 4<sup>th</sup> of July, Mother's Day and the restaurant's "Grand Opening." It is understood by the parties that live music shall be permitted until closing.

A(2). The parties agree, prior to Section 3 A(1) taking full effect, that a trial period of 180 days from the issuance date of the Certificate of Occupancy shall commence permitting the entertainment offerings and hours described in Section 3 A(1) on Friday, Saturday and Sunday evenings only. The limitation on evenings of the week shall not apply to Applicant's Grand Opening event. During the trial period, the applicant agrees to cooperate with Heeter 73 to adjust sound levels of the live music to comply with the noise provisions of this Section. Absent an Order by the ABC Board to the contrary, after a show cause hearing on violations of this Section, the provisions of Section 3 A(1) shall take full effect on the 181<sup>st</sup> day following the issuance date of the Certificate of Occupancy.

B. Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

i) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.

ii) The 2nd floor windows of the premises will be kept closed at all times during business hours when live music is being played, or a sound amplification device is being employed in the premises. First floor rear windows will be kept closed at all times and first floor front doors and windows may remain open until 10 pm as long as the music on the first floor is kept at a conversational level. After 10 pm, the doors will remain shut until closing time, except when persons are in the act of using the door for ingress to or egress from the premises.

iii) Music, sounds and noise from inside shall not be heard outside the building from a residential property, except for sounds, noises, or music occasioned by normal opening of entrance and exit doors for the purpose of ingress and egress.

C. That the Applicant agrees to post notices in English and in Spanish notifying La Cabana patrons and employees to be respectful of the residential area: no littering, no loitering, and no excessive noise.

#### **4. Exterior including public spaces:**

That the Applicant shall make all reasonable efforts to ensure the property is well-maintained, both front and rear, including but not limited to the removal of trash and litter.

That the Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in front or the rear of premises during business hours and at closing.

#### **5. Trash/Garbage/Rodents.**

The Applicant shall maintain regular trash/garbage removal service and be in compliance with all District of Columbia rat control and trash removal ordinances. Specifically, the Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. The Applicant shall ensure all containers are sufficient to contain all trash, garbage and recyclable materials generated by the establishment.

#### **6. Security**

The Applicant agrees, on evenings when live music is offered, and particularly on Friday and Saturday evenings, to provide security between the hours of 10 pm and closing in the case of, but not limited to, denying entry to and ejecting from the establishment intoxicated individuals, and for deterring criminal activity and violent activity.

The Applicant agrees that all managers and bartenders will receive the Alcohol Beverage Control Board alcohol awareness training. Further the Applicant agrees to check identification for patrons who appear to be under 21 years-of-age.

The Applicant agrees to provide adequate outside lighting to ensure the security of patrons and employees.

The Applicant agrees that the back door shall be locked from the outside, and used by patrons as an emergency exit only.

The Applicant agrees to notify the Metropolitan Police Department (MPD) in all criminal incidents and to maintain an incident/MPD call log book.

#### **7. Parking**

Both parties agree the neighborhood does not have off-street parking for patrons.

The Applicant agrees to inform patrons that the neighborhood does not have off-street parking and to encourage patrons to use public transportation.

The Applicant is strongly encouraged to identify a nearby lot or establishment with available parking for patrons.

## **8. Communication and Notices.**

Both parties agree to meet at the request of either party to discuss issues and solutions to problems in the neighborhood that may arise including, but not limited to, this establishment.

The Applicant agrees to attend Police Service Area (PSA) meetings for PSA 302 and PSA 404.

Parties agree that Applicant will continue to undertake a leadership role in the 14th street business corridor in an effort to enlist wider business support for clean-up, responsible alcohol service, and law enforcement activities.

The Heeter73 agrees to give written notice to the Applicant of any alleged violations of this agreement, and to afford the Applicant 10 days to cure any alleged violations and to respond to the notice. The Heeter73 agrees not to file a complaint with the ABC Board without first complying with this notice provision. Should repeated alleged violations of the same kind be ongoing, then the Heeter73 may file a complaint with the ABC Board.

## **9. Modification.**

This agreement may be modified only by the ABC Board or by mutual agreement of all parties with the approval of the ABC Board.

## **10. Regulations.**

In addition to the foregoing, the Applicant shall comply with all applicable laws, regulations and ordinances.

The Applicant shall not knowingly sell or serve alcoholic beverages to any intoxicated person or to any person who appears to be intoxicated.

## **11. Availability of Agreement**

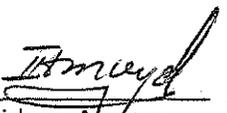
Applicant agrees to keep a copy of this voluntary agreement on premises and familiarize all employees and managers with its contents, and make its contents available to any official upon request.

## **12. Withdrawal of protests.**

Provided that the foregoing voluntary agreement is approved by the ABC Board, the Heeter73 agrees to withdraw its protest of license application #74849 for La Cabana, 3614 14th St, NW.

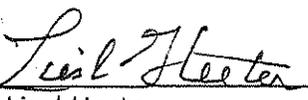
APPLICANT:

Amaya I, LLC

By:   
Isidoro Amaya  
Managing Member

PROTESTANTS:

Heeter 73

By:   
Liesl Heeter  
Designated Representative