

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

In the Matter of:)

Desta Ethiopian Restaurant, LLC)
t/a Desta Ethiopian Restaurant)

Holder of a)
Retailer's Class CR License)

at premises)
6128 Georgia Avenue, N.W.)
Washington, D.C. 20012)

License No.: ABRA-098818

Order No.: 2016-438

Desta Ethiopian Restaurant, LLC, t/a Desta Ethiopian Restaurant (Applicant)

Gale Black, Chairperson, Advisory Neighborhood Commission (ANC) 4A

Candace Nelson, on behalf of Rittenhouse Condominium Association (The Rittenhouse)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Desta Ethiopian Restaurant, LLC, t/a Desta Ethiopian Restaurant (Licensee), ANC 4A, and The Rittenhouse have entered into a Settlement Agreement (Agreement), dated June 7, 2016, 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; Chairperson Gale Black, on behalf of ANC 4A; and Candace Nelson, on behalf of The Rittenhouse; are signatories to the Agreement.

Accordingly, it is this 13th day of July, 2016, **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 modifications:

Third Whereas paragraph – The language “regarding how Applicants shall operate the business” shall be replaced with the language, “shall end.”

Section 1 – The last sentence, the language “shall be available” shall be replaced with the language “shall end.”

Section 7 – The following language shall be removed: “. . . such that the noise does not exceed the ABRA-approved level of 55 decibels.”

Section 7 – The following language shall be added: “The Applicant will ensure that sounds levels are not discernible by residents located within 150 yards from the establishment.”

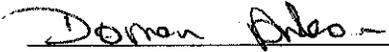
Section 11 – This Section shall be modified to read as follows: “In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours of such shorter period as may be reasonable under the circumstances to immediately restore peace, order, and quiet). If the Applicant or licensee fails to cure within the thirty (30)-day period (or with respect to a breach which requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursues such cure to completion) such failure shall constitute a cause for filing a complaint with ABRA, and seeking redress of such breach pursuant to applicable laws and regulations.”

Section 14 – The following terms shall be removed: “assigning” and “assignee.”

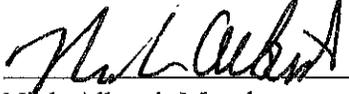
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee, ANC 4A, and The Rittenhouse.

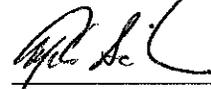
District of Columbia
Alcoholic Beverage Control Board



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 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).



DC Advisory Neighborhood Commission 4A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") made this 7TH day of June 2016, by and between Desta Hagos-Araya, LLC, T/A Desta Ethiopian Restaurant, Application Number ABRA-098818, 6128 Georgia Avenue, N.W., Washington, DC 20011 ("Desta Ethiopian Restaurant" or the "Premises") and/or Desta Hagos-Araya, LLC (the "Applicants") and ADVISORY NEIGHBORHOOD COMMISSION 4A ("ANC 4A") and the Rittenhouse Condominium Association ("the Rittenhouse"). Both ANC4A and the Rittenhouse are Protestants. The Applicants, ANC 4A and the Rittenhouse are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverages Control Board ("ABC Board") is the Applicants' request for a new ABC License, identified as License No. ABRA-098818 (the "Application"), for the sale and consumption of alcoholic beverages at the Premises;

WHEREAS, Desta Ethiopian Restaurant is located in close proximity to certain single family residences and apartments, including condominiums and cooperatives, on Rittenhouse Street NW and Georgia Avenue NW;

WHEREAS, the Parties intend to enter into a Settlement Agreement, to be enforceable by the ABRA, regarding how Applicants shall operate the business at the Premises, or any other similar business at that address, by any name, owned or operated by Applicants, or by any company established by Applicant; and

WHEREAS, the Premises are located entirely within the boundaries of ANC 4A; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

1. The hours of operation and sale of alcohol for the Premises

Place to Serve Alcohol	Sunday Through Wednesday	Thursday through Saturday
Inside Restaurant	10 AM -12:00 Midnight	10 AM - 2:00 AM

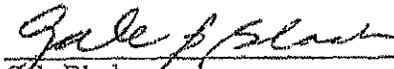
Notwithstanding the foregoing, Applicants shall be allowed to keep the Desta Ethiopian Restaurant open for the maximum allowable hours on those Exception Days when the laws governing Alcohol Beverage Regulation Administration ("ABRA")-licensed establishments allow for such (e.g. New Year's Eve and Inauguration Day); provided, on other days throughout the year. Applicants shall not permit any alcoholic beverages to be carried beyond the Premises. Food and beverage service shall be available until at least one (1) hour before closing and alcohol service shall be available a half-hour before closing;

2. The occupancy of the restaurant and bar shall be limited to no more occupants than Thirty (30) persons.
3. The Applicants will operate its establishment on only the first floor of the building;
4. The Applicants agree to inform patrons that parking is not allowed within the building and encourage such patrons to walk or use public transportation. The Applicants will also post signage requesting that patrons refrain from double parking, parking in no parking zones and parking in restricted areas, namely Residential Parking Permit spaces;
5. No form of dancing will be permitted;
6. No form of entertainment will be permitted, with entertainment defined as in 25- 101(21A), i.e., as "live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term 'entertainment' shall not include the operation of a jukebox, a television, a radio, or other prerecorded music."
7. Owner shall be responsible for making a "buffer zone" created by outdoor plant boxes and steel fences, not just high tables, and take other actions to implement sound suppression measures to in an effort to mitigate noise, in and around the Desta Ethiopian Restaurant, such that the noise does not exceed the ABRA-approved level of 55 decibels;
8. The Applicants shall take steps to minimize security and criminal problems protect its patrons from criminal activities in the immediate vicinity of the Premises by providing adequate security and deterring loitering;
9. Applicants shall be responsible for snow removal, cleaning the sidewalk and curb, and keeping the front sidewalk on Georgia Avenue NW and side walkway of Rittenhouse Street NW and curb free of litter, bottles and other debris, in compliance with DC Code and Municipal Regulations. Applicants shall deposit trash and garbage only in rodent-proof dumpsters. Applicants have contracted with a commercial trash and recycling pickup company, Forrester's Trash Disposal for weekly disposal. Applicant will ensure continued weekly trash and recycling pickup. Further, Applicants agree not to use the trash or recycling bins that belong to the Rittenhouse Condo Association. Applicants contracted with a commercial pest control company, N & N Consulting & Pest Control for monthly rat and vermin control for its Premises. Applicants will ensure continued monthly pest control efforts;
10. The Parties agree to work in good faith with the community to resolve any problems arising from the operation of the Desta Ethiopian Restaurant;
11. If Applicants or licensee fails to cure within the 30-day period (or with respect to a breach which requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure to completion) such failure shall constitute a cause for filing a complaint with ABRA, and seeking redress of such breach pursuant to applicable laws and regulations;
12. This Agreement may be executed in counterparts;
13. In the event that ABRA approves the Application and issues the License to Applicant this Agreement shall be made a part of the License; and

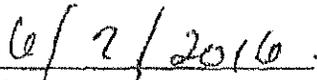
14. Applicant agrees that any document assigning or transferring the License shall contain a provision that the assignee or transferee of the License shall agree to be bound by the terms of this Agreement.

15. This Settlement Agreement shall expire three years from its approval by the ABC Board.

IN CONSIDERATION OF THE ABOVE, ANC 4A and the Rittenhouse send written notice to ABRA that they will not object to the approval and issuance of the Application. IN WITNESS WHEREOF, the Parties have executed this Agreement effective as first written above.



Gale Black
ANC4A Chair



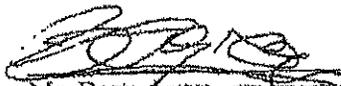
Date



Candace Nelson,
Rittenhouse Condominium Association



Date



Mr. Desta Araya
Desta-Hagos Araya, LLC
Desta Ethiopian Restaurant



Date



Advisory Neighborhood Commission 4A

7820 Eastern Avenue, NW

Washington, DC 20012

202-450-6225 (Office)

*Gale Black, ANC 4A08, Chairperson; Dave Wilson, ANC 4A07, Vice Chairperson;
Acquetta Anderson, ANC 4A01, Secretary Karrye Braxton, ANC 4A06, Treasurer;
Patience Singleton, 4A04; Dwayne M. Toliver 4A02; Stephen A Whatley, ANC 4A03*

June 10, 2016

Hon. Donovan Anderson
Chairperson
Alcoholic Beverage Control Board
2000 14th Street N.W., Suite 400S
Washington, DC 20009

**ABRA-098818 – Desta Ethiopian Restaurant, 6128 Georgia Avenue
N.W.**

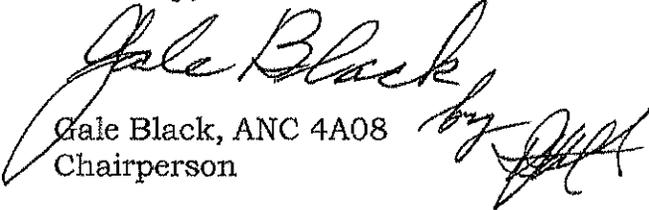
Dear Chairperson Anderson:

At its regularly scheduled meeting on June 7, 2016 (notice of which was properly given, and at which a quorum of six of seven members was present) Advisory Neighborhood Commission 4A voted (5 yes, 0 no, 1 abstain) to adopt the attached resolution approving a settlement agreement and supporting the application of Desta Ethiopian Restaurant, 6128 Georgia Avenue N.W., for renewal of its liquor license.

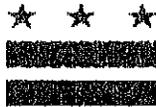
Pursuant to applicable District laws, each Advisory Neighborhood Commission ("Commission") may advise the Council of the District of Columbia, the Mayor and each executive agency, and all independent agencies, boards and commissions of the government of the District of Columbia with respect to all proposed matters of District government policy, including, but not limited to, decisions regarding planning, streets, recreation, social services programs, education, health, safety, budget, and sanitation which affect that Commission area [D.C. Official Code §§ 1-309.10(a)];

The Commission submits this resolution under the provisions of DC Code 1-309.10(a) through 1-309.10(h)(1), which require, among other things, that Advisory Neighborhood Commission recommendations be given "great weight" by DC government agencies, that DC government agencies "articulate with particularity and precision the reasons why the Commission does or does not offer persuasive advice under the circumstances. In doing so, the government entity must articulate specific findings and conclusions with respect to each issue and concern raised by the Commission."

Sincerely,


Gale Black, ANC 4A08
Chairperson

cc: Hon. Brandon Todd, Councilmember, Ward 4
Commissioners, ANC 4A
Mr. Gottlieb Simon, Executive Director, Office of Advisory Neighborhood
Commissions
Owner/Applicant, Desta Ethiopian Restaurant



Advisory Neighborhood Commission 4A
Government of the District of Columbia
7820 Eastern Avenue, NW
Washington, DC 20012

RESOLUTION #4A-16-0605

**Approving a Settlement Agreement and Supporting
A Liquor License Renewal Application for
Desta Ethiopian Restaurant
Introduced by
Commissioner Karrye Braxton, ANC 4A06
Adopted June 7, 2016**

RESOLVED:

Advisory Neighborhood Commission 4A approves and agrees to become a signatory to the attached Settlement Agreement with Desta Ethiopian Restaurant, 6128 Georgia Avenue N.W., ABRA #098818.

FURTHER RESOLVED:

Advisory Neighborhood Commission 4A recommends that Desta Ethiopian Restaurant's application to renew its Class C Restaurant liquor license be approved.

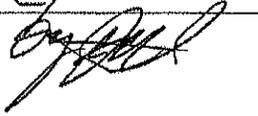
FURTHER RESOLVED:

Commissioner Karrye Braxton, ANC 4A06, is hereby authorized to serve as the Commission's representative relating to this license application and settlement agreement.

FURTHER RESOLVED:

That, in the event the designated representative Commissioner cannot carry out her representative duties for any reason, the Commission authorizes the Chairperson to designate another Commissioner to represent the Commission in all matter relating to this resolution.

ADOPTED by voice vote at a regular public meeting (notice of which was properly given, and at which a quorum of six of seven members was present) on June 7, 2016 by a vote of 5 yes, 0 no, 1 abstain.


Gale Black, Chair 

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

In the Matter of:)
)
Desta Ethiopian Restaurant, LLC)
t/a Desta Ethiopian Restaurant)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
6128 Georgia Avenue, N.W.)
Washington, D.C. 20012)
)

Case No. 15-PRO-00089
License No. ABRA-098818
Order No. 2016-012

Desta Ethiopian Restaurant, LLC, t/a Desta Ethiopian Restaurant (Applicant)

Candace Tiana Nelson, on behalf of A Group of Five or More Individuals (Candace Nelson's Group)

Regchenal Johnson, on behalf of A Group of Five or More Individuals (Regchenal Johnson's Group)

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

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

The Application filed by Desta Ethiopian Restaurant, LLC, t/a Desta Ethiopian Restaurant, 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 September 28, 2015, and a Protest Status Hearing on November 4, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, Candace Nelson's Group, and Regchenal Johnson's Group have entered into a Settlement Agreement (Agreement), dated December 9, 2015, that governs the operation of the Applicant's establishment.

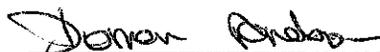
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Candace Tiana Nelson, on behalf of her Group; and Regchenal Johnson, on behalf of her Group; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by the two Groups of this Application.

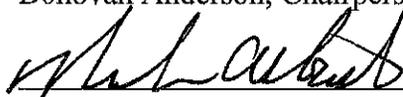
Accordingly, it is this 6th day of January, 2016, **ORDERED** that:

1. The Application filed by Desta Ethiopian Restaurant, LLC, t/a Desta Ethiopian Restaurant, for a new Retailer's Class CR License, located at 6128 Georgia Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of Candace Nelson's Group and Regchenal Johnson's Group in this matter are 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; Candace Tiana Nelson, on behalf of her Group; and Regchenal Johnson, on behalf of her Group.

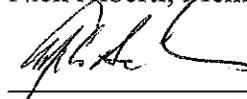
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



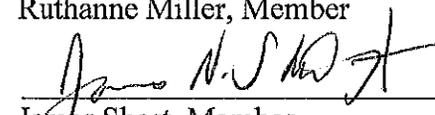
Nick Alberti, Member



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 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

AGREEMENT made this 9th day of December, 2015, by and between Desta Hagos-Araya LLC/Desta Ethiopian Restaurant (the Applicant) and the homeowners of 1000 Rittenhouse Street NW and the Rittenhouse Condominium Association.

1. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday through Wednesday 10AM – Midnight
Thursday through Saturday 10AM – 2 AM
2. **Nature of the Business.** The Applicant shall manage and operate at 6128 Georgia Avenue NW for the first time a place that is regularly used for the sale and service of prepared food and alcoholic beverages. They will comply with all Alcoholic Beverage Regulation Administration (ABRA) regulations which apply to a retailer's Class C restaurant license.
3. Applicant shall place "No Loitering" signs on the inside and outside of the establishment. The signs will be clearly visible to patrons and pedestrians.
4. Applicant agrees to work in good faith with any protestants to resolve any problems arising from the operation of the business.
5. **Floors Utilized and Occupancy.** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs (DCRA).

At all times during which alcohol is served on the premises the Applicant shall:

- a. Refuse entry to individuals who are already drunk and/or bring their own alcohol to the premises;
- b. Ask inebriated patrons who have become rowdy to leave the premises, eject such patrons to the extent allowed by law, and call the police if such patrons refuse to leave;
- c. Assure that the waiters and waitresses and other appropriate staff members check the identification of patrons suspected of being under-age before serving them; and
- d. Assure that the waiters and waitresses and other appropriate staff members stop serving patrons who have become inebriated.

Please note: Alcoholic beverages may not be carried out of the establishment and food service shall be available until at least one (1) hour before closing.

6. NOISE.

- a. Absent any exclusion provided by law, the Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment by the use of any:
 1. Mechanical device, machine, apparatuses, or instrument for amplification of the human voice or any sound or noise; or
 2. Bell, horn, gong, whistle, drum, or other noise-making article, musical instrument or device.
- b. The Applicant shall install additional soundproofing and/or, take other measures to reduce sound penetrating to neighbors, in accordance with established D.C. laws and regulations

Please note: No form of dancing will be allowed or live entertainment in the establishment.

7. Public Space and Trash.

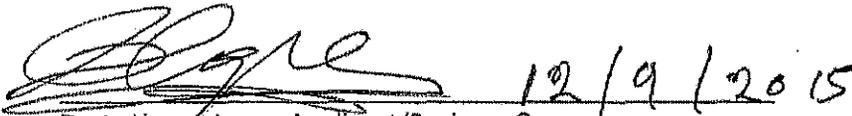
- a. Applicant shall keep its entire property and the sidewalk (up to and including the curb) free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall clean these areas daily to assure that refuse and other materials are promptly removed.
- b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property.
- c. Applicant shall ensure that no trash is placed outside the establishment other than in a fully closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.
- d. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.
- e. Commercial trash and recycling pick-up shall take place between 7 A.M. – 5 P.M., Monday through Friday. Applicant shall not allow its trash or recycling to be picked up outside of those hours. Glass or other potentially noisy materials that need to be recycled shall be stored inside the Applicant's establishment until 7 A.M. Also, all restaurant trash must be placed in the commercial dumpster no later than midnight.
- f. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning.

8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property.
9. Applicant will cooperate with Metropolitan Police Department and other enforcement officials with regard to issues concerning peace, order, and quiet.

Signatures:


Candace Tiana Nelson, Group One Representative
Rittenhouse Condo Association


Regchenal Johnson, Group Two Representative


Desta Hagos-Araya, Applicant/Business Owner