

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

In the Matter of:

M&S, Inc.
t/a GLO - Lalibela Ethiopian Restaurant & Lounge

Holder of a
Retailer's Class CR License

at premises
1608 7th Street, NW
Washington, D.C. 20001

License No.: ABRA-104701
Order No.: 2019-459

M&S, Inc., t/a GLO - Lalibela Ethiopian Restaurant & Lounge, Licensee

Alexander M. Padro, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
6E

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

ANC 6E and a previous holder of a Retailer's Class CR license for the premises located at 1608 7th Street, NW, Washington, D.C., entered into a Settlement Agreements (Agreements). M&S, Inc., t/a GLO - Lalibela Ethiopian Restaurant & Lounge (Licensee), as the subsequent and current holder of that license is required to comply with the terms of the Agreements, because it governs the operations of the Licensee's establishment.


This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated May 17, 2019, in accordance with D.C. Official Code § 25-446 (2001).

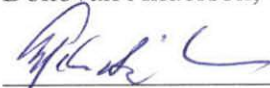
The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Alexander M. Padro, on behalf of ANC 6E, are signatories to the Amendment.

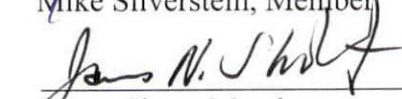
Accordingly, it is this 5th day of June, 2019, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement 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 Agreements, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6E.

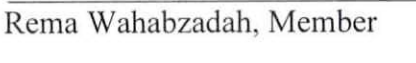
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Mike Silverstein, Member


James Short, Member


Bobby Cato, Member


Rema Wahabzadah, 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 AMENDMENT

ADVISORY NEIGHBORHOOD COMMISSION 6E AND GLO LALIBELA ETHIOPIA RESTAURANT & LOUNGE

THIS SETTLEMENT AGREEMENT AMENDMENT ("AMENDMENT") is made on this 17th day of May, 2019 by and between M&S, Inc. v/a Glo Lalibela Ethiopia Restaurant & Lounge, ABRA License #104701 ("Licensee") and Advisory Neighborhood Commission 6E ("ANC 6E"), collectively "the Parties."

WITNESETH

WHEREAS, Licensee has applied for the renewal of a Retailers Class C Restaurant license at premises 1608 7th Street, NW, Washington, DC ("the Establishment");

WHEREAS, the Parties are desirous of entering into an Amendment to the existing Settlement Agreement pursuant to D.C. Official Code § 25-446 governing the operation and maintenance of the Establishment in such a manner as to minimize the negative effects of the Establishment on the surrounding neighborhood; and

WHEREAS, in lieu of contested proceedings before the Alcoholic Beverage Control Board ("ABC Board"), the Parties agree to enter into this Settlement Agreement Amendment and request that the ABC Board incorporate the terms of this Amendment into the Licensee's ABC License.

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 *Security.* The Licensee shall enter into an Agreement with the Metropolitan Police Department to participate in the Reimbursable Detail Officer (RDO) Program. Two officers will be provided to patrol the 1600 block of 7th Street, NW, where the Establishment is located, on Saturday and Sunday mornings from 1:00 AM to 4:00 AM every week, and on Monday mornings during holiday weekends, regardless of whether extended holiday hours are granted, in order to ensure that patrons do not linger near the establishment after leaving the premises, do not engage in loud conversations outside the establishment that will disturb adjacent residential neighbors, and do not engage in arguments or violent acts outside the establishment. These are the minimum hours that the reimbursable detail shall be engaged, although longer hours may be requested at the Licensee's discretion. In the event that the Licensee applies for extended holiday hours and such hours are granted, the RDO detail shall continue until one hour after closing or 7:00 AM, whichever is earlier.

3 *Noise Mitigation Management Practices.* The Licensee agrees that on weekend nights and mornings, i.e., Friday and Saturday nights and Saturday and Sunday mornings, and Sunday nights and Monday mornings on holiday weekends, whether or not extended holiday hours are granted, from the hours of 9:00 PM to closing, three (3) private security officers shall stand at the following locations: one (1) at the front entrance door, one (1) at the entrance door to the first floor dining room, and one (1) at the entrance door to the second floor lounge. The security officer stationed at the front entrance door shall not allow customers to enter or exit the establishment if either of the other two doors are open, in order to prevent sounds, including music and voices, from being able to be heard outside of the establishment. The security officers at the first floor dining room door and second floor lounge door shall only allow customers to enter or leave those areas when the front entrance door is closed.

4 *Customer Education Signage.* Licensee shall place signage requesting customers to be mindful of residential neighbors when leaving the establishment at the following locations: 1) On the inside of the front entrance door; 2) on the inside of the door to the first floor dining room; 3) on the inside of the door to the second floor lounge; 4) on the stairway wall facing the first floor dining room door; 5) on the stairway wall facing the second floor lounge door; 6) on an a-frame sign on the sidewalk facing the front entrance door. Signs shall read as follows: "PLEASE be QUIET as you leave the restaurant AT NIGHT. Our NEIGHBORS are SLEEPING."

5 *Incorporation of Agreement into License.* The Parties request that the ABC Board enter an order approving Licensee's license renewal subject to the terms of this Amendment.


6 *Survival of Agreement.* This Amendment shall be binding upon and enforceable against the successors of the Licensee and will continue in force for any and all subsequent license holders at the subject location.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement Amendment as of the date and year indicated above.

LICENSEE:

By: 
Marie Tesla
Owner, M&S, Inc.

ADVISORY NEIGHBORHOOD COMMISSION 6E:

By: 
Alexander M. Padro, Commissioner, ANC 6E01
Chair, Alcoholic Beverage Licensing Committee
Advisory Neighborhood Commission 6E