

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

In the Matter of:

1409 Betyrusion Taye, Inc.
t/a Lalibela Ethiopian Restaurant

Applicant for a New
Retailer's Class CR License

at premises
1409 14th Street, N.W.
Washington, D.C. 20005

Case No. 12-PRO-00070
License No. ABRA-089806
Order No. 2012-417

1409 Betyrusion Taye, Inc., t/a Lalibela Ethiopian Restaurant (Applicant)

Jeffrey Speicher, on behalf of A Group of Five or More Individuals

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

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by 1409 Betyrusion Taye, Inc., t/a Lalibela 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 August 20, 2012, in accordance with D.C. Official Code § 25-601 (2001). The Protest Status Hearing was scheduled for September 19, 2012.

The official records of the Board reflect that the Applicant and the Group of Five or More Individuals, have entered into a Voluntary Agreement (Agreement), dated July 11, 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, Tim Hillard, Jeffrey Speicher, Rachelle Schofield, Luke Hall-Jordan, and Leif Redmond are signatories to the Agreement.

1409 Betyrusion Taye, Inc.
t/a Lalibela Ethiopian Restaurant
Case No. 12-PRO-00070
License No. ABRA-089806
Page 2

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 24th day of October, 2012, **ORDERED** that:

1. The Application filed by 1409 Betyrusion Taye, Inc., t/a Lalibela Ethiopian Restaurant, for a new Retailer's Class CR License, located at 1409 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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 modifications:

Section 2 (Nature of the Business) – This section shall be modified to read as follows: “The applicant will manage and operate a restaurant with an emphasis on food service. Any substantial change in their operations shall require prior approval by the ABC Board.”

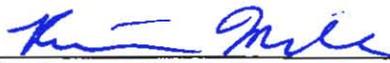
Section 5 (Sidewalk Café) – The following sentence shall be modified to read as follows: “Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC and approval by the ABC Board.”

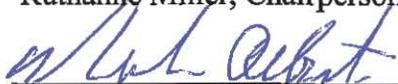
Section 7 (Entertainment Endorsement) – The following sentence shall be modified to read as follows: “As part of its entertainment endorsement, Applicant states its use will be for a 1-person music entertainer, as well as Karaoke.”

4. Copies of this Order shall be sent to the Applicant and Jeffrey Speicher, on behalf of the Group of Five or More Individuals.

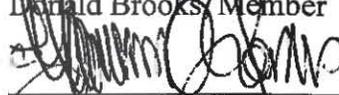
1409 Betyrusion Taye, Inc.
t/a Lalibela Ethiopian Restaurant
Case No. 12-PRO-00070
License No. ABRA-089806
Page 3

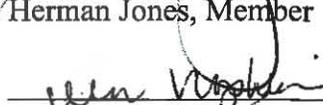
District of Columbia
Alcoholic Beverage Control Board

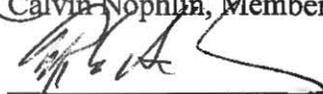

Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, 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 DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGISTRATION ADMINISTRATION

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 11th day of July, 2012, by and between Lalibela ("Applicant"), the Rockingham Condominium Association, a group of five (RCA).
2012 AUG 20 AM 10:16
REGISTER - Fletcher

RECITALS

(a) Applicant has applied for a Retailer Class CR License (the "License") for a business establishment ("Establishment") located at 1409 14th Street, NW, Washington, D.C. (the "Premises"); and,

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

(c) In lieu 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. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. Applicant's hours of interior operation shall not exceed the following:

Sunday - Thursday	8 am - 2 am
Friday - Saturday	8 am - 3 am

The hours of operation of the Applicant's sidewalk café shall be limited to:

Sunday – Thursday

8 am - 11 pm

Friday - Saturday

8 am – Midnight

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises (interior or exterior, as the case may be).

Provided, however, that (a) on days designated by the ABC Board as “Extended Hours for ABC Establishments” 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 ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate until 3 a.m.

4. Occupancy. The Establishment’s interior seating and occupancy shall not exceed the lesser of the maximum capacity allowed for the building by the District of Columbia or 50 seating and 99 occupancy. Applicant shall post its Certificate of Occupancy in a prominent location within the Establishment.

5. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 16 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC, RCA and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than thirty (30) minutes prior to the hour of termination of operation of said sidewalk café, as specified in Section 3, above. Applicant shall direct its employees to inspect the sidewalk cafe regularly.

6. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the Establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment. Applicant shall not allow patrons to use the exterior rear patio of the Establishment. Applicant shall not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café.

7. Entertainment Endorsement. As part of its entertainment endorsement, Applicant states its use will be for a 1-person Ethiopian music entertainer, as well as Karaoke. In both instances, entertainers will use a single speaker and that said entertainment will be performed in the front (14th Street NW) half of the Establishment, not in the rear which abuts the Rockingham Condominium. Applicant shall not create facilities for, advertise, or otherwise encourage dancing by patrons or employees. Any change in this plan shall require approval by the ABC Board.

8. 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. Applicant shall police these areas twice daily for refuse and other materials. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up. The Applicant shall require its trash, recycling and grease removal contractors to pick up trash and materials not earlier than 7 a.m. on weekdays and 8 a.m. on weekends. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11 p.m. Applicant shall not install exterior public pay phones.

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

10. Patrons. Applicant shall take reasonable steps to prevent 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.

11. Complaint 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. 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.

12. 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 inspectors immediately upon request.

13. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

14. 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.

15. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control 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.

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

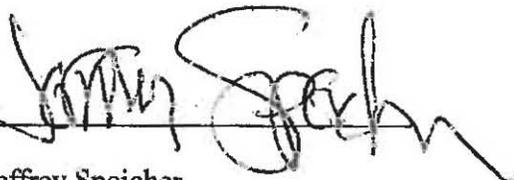
17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. 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 thirty (30) 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). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) 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 ABC 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

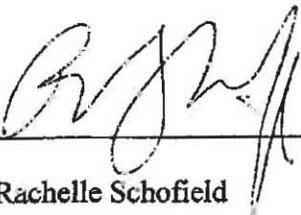
ROCKINGHAM CONDOMINIUM ASSOCIATION

By: 

Tim Hillard

By: 

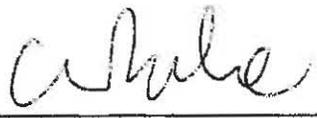
Jeffrey Speicher

By: 

Rachelle Schofield

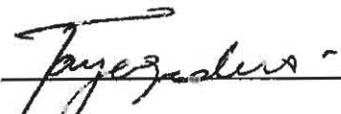
By: 

Luke Hall-Jordan

By: 

Leif Redmond

LALIBELA

By: 
Jaye Wogederes