

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

In the Matter of:)	
)	
Crepizza, Inc.)	
t/a Neyla)	
)	
Petition to Terminate)	
Voluntary Agreement)	License No. 021020
at premises)	Order No. 2010-439
3206 N Street, N.W.)	Case No. 10-PRO-00088
Washington, D.C. 20007)	
)	

Crepizza, Inc., t/a Neyla, Petitioner

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Jennifer Altemus, President, Citizens Association of Georgetown (CAG)

Edward L. Emes, on behalf of A Group of Five or More Individuals

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON AMENDED AND RESTATED VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Control Board (Board) reflect that Crepizaa, Inc., t/a Neyla (Petitioner), located at 3206 N Street, N.W., Washington, D.C., filed a Petition to Terminate its Voluntary Agreement. The Petitioner; Chairperson Ron Lewis, on behalf of ANC 2E; Jennifer Altemus, on behalf of CAG; and Edward L. Emes, on behalf of A Group of Five or More Individuals, have entered into an Amended and Restated Voluntary Agreement (Agreement) dated August 9, 2010, setting forth the terms and conditions that govern the operation of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson Ron Lewis, on behalf of ANC 2E; Jennifer Altemus, on behalf of CAG; and Edward L. Emes, on behalf of A Group of Five or More

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Individuals, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protest filed by ANC 2E, CAG, and Edward L. Emes, on behalf of A Group of Five or More Individuals.

Accordingly, it is this 18th day of August 2010, **ORDERED** that:

1. The Protest in this matter is hereby **WITHDRAWN**;
 2. The above-referenced Amended and Restated Voluntary Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
 3. Copies of this Order shall be sent to the Petitioner, ANC 2E, CAG, and Edward L. Emes, on behalf of A Group of Five or More Individuals.
-

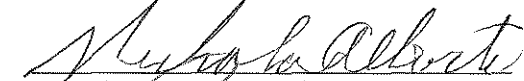
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District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson



Mital M. Gandhi, Member



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 may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

AMENDED AND RESTATED SETTLEMENT AGREEMENT

THIS AMENDED AND RESTATED SETTLEMENT AGREEMENT made this 9th day of August 2010, by and between Crepizze, Inc. a District of Columbia Corporation ("Licensee"), Advisory Neighborhood Commission 2E, ("ANC 2E") the Citizens Association of Georgetown ("CAG"), a District of Columbia Not for Profit Corporation, Karen Tammany Cruse, and Edward L. Emes, Jr. (the "Individual Protestants")

WITNESSETH

WHEREAS, Licensee operates Neyla Restaurant at 3206 N Street, NW, Washington, DC;

WHEREAS, the Licensee previously entered into a Settlement Agreement dated January 4, 1999 with CAG and the Individual Protestants (the "Original Settlement Agreement");

WHEREAS, the Settlement Agreement was amended by Amendment to Settlement Agreement dated August 31, 2006 (the "First Amendment"), and ANC 2E was added as an additional party;

WHEREAS, the parties desire to further amend the Settlement Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises recited above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Amendment is replaced and superceded by the following:

1. Use of Outside Area.

Licensee shall not use the deck area located behind the back room of the Licensee's Premises, on the roof of Morton's.

2. Entire Agreement.

This Agreement shall replace and supersede the Original Settlement Agreement and the First Amendment, and represents the entire agreement among the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement dated the date and year first above-written.

CREPIZZA, INC., A District of Columbia Corporation

By: _____

Print Name: _____

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: Ron Lewis
Ron Lewis, Chair

CITIZENS ASSOCIATION OF GEORGETOWN

By: Jennifer M. Altemus
Jennifer M. Altemus, President

Karen Tammany Cruse
Karen Tammany Cruse

Edward L. Emes, Jr.
Edward L. Emes, Jr., on behalf of himself and the individual protestants

Elizabeth D. Emes
Elizabeth D. Emes

Virginia Radley Emes
Virginia Radley Emes

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement dated the date and year first above-written.

CREPIZZA, INC., A District of Columbia Corporation

By: Paul J. Cohn

Print Name: PAUL J COHN

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____
Ron Lewis, Chair

CITIZENS ASSOCIATION OF GEORGETOWN

By: _____
Jennifer M. Altemus, President

Karen Tammany Cruse

Edward L. Emes, Jr., on behalf of himself and the individual protestants



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

August 10, 2010

VIA E-MAIL AND HAND DELIVERY

Thea D. Davis
Assistant Attorney General
Office of the General Counsel
Alcoholic Beverage Regulation Administration
1250 U Street, N.W., 3rd Floor
Washington D.C. 20009

**RE: Case# 10-PRO-00088
Crepizza, Inc. t/a Neyla
3206 N Street NW
License#: 21020
Retailer CR
Termination of Voluntary Agreement**

21020 PRO 10 10 10
JES JULIUS

Dear Ms. Davis:

The parties were able to reach an agreement in the above captioned matter. Enclosed is a fully executed "Amended and Restated Settlement Agreement" for the Board's consideration. The Agreement is signed by Ron Lewis on behalf of ANC 2E, Jennifer Altemus on behalf of Citizens Association of Georgetown, Karen Tammany Cruse, Edward Emes, Elizabeth Emes and Virginia Emes. Paul J. Cohn signed a counterpart of the Agreement on behalf of the Licensee, Crepizza, Inc. t/a Neyla, prior to leaving on vacation for two weeks in an effort not to delay the matter. As a result, the additional Emes' parties do not appear on the signature page Mr. Cohn signed. In the attached e-mail, the Licensee through the undersigned, as representative, expresses no issue with having Virginia Emes and Elizabeth Emes added as signatories in an effort to preserve the interests of the Emes family. With the foregoing information, we hope that the Board accept the counterparts as one original and the same instrument.

*A non-lawyer representative providing representation before DC departments and agencies as permitted by statute or agency rule



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline* Director

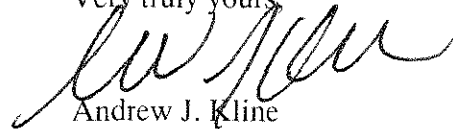
Terry Brennan License Administrator

Jes Julius Executive Assistant

We respectfully request that the Board issue an Order approving this Amended and Restated Settlement Agreement and that it supersede any previous agreement entered into by the parties in connection with this establishment.

Do not hesitate to contact me, or have ABRA staff contact me, if there are any questions concerning the foregoing.

Very truly yours,



Andrew J. Kline

AJK/jrj

Encl: Signed agreement

cc: Cynthia Simms, ABRA
Ron Lewis and Melanie Gisler, ANC 2E
Jennifer Altemus, CAG
Karen Tammany Cruse
Edward L. Emes
Paul J. Cohn, Capital Restaurant Concepts
(All via e-mail)