

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

_____ )	
<b>In the Matter of:</b> )	
Heritage Management Service, LLC )	
t/a Heritage India )	
Applicant for a New )	Case No. 12-PRO-00072
Retailer's Class CR License )	License No. ABRA-090050
at premises )	Order No. 2012-378
1901 Pennsylvania Avenue, N.W. )	
Washington, D.C. 20006 )	
_____ )	

Heritage Management Service, LLC, t/a Heritage India (Applicant)

William Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

**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 ANC 2B**

The Application filed by Heritage Management Service, LLC, t/a Heritage India, for a new Retailer's Class CR License, was protested by ANC 2B on August 14, 2012. However, a Roll Call Hearing scheduled for September 24, 2012, was not held. The Parties submitted a Voluntary Agreement negating the need for a Roll Call Hearing.

The official records of the Board reflect that the Applicant and ANC 2B have entered into a Voluntary Agreement (Agreement), dated September 12, 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 and Chairperson William Stephens, on behalf of

**Heritage Management Service, LLC**  
**t/a Heritage**  
**Case No. 12-PRO-00072**  
**License No. ABRA-090050**  
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ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 10<sup>th</sup> day of October, 2012, **ORDERED** that:

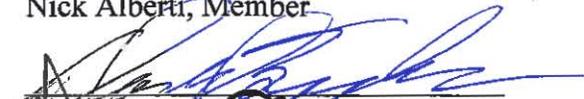
1. The Application filed by Heritage Management Service, LLC, t/a Heritage India, for a new Retailer's Class CR License, located at 1901 Pennsylvania Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 2B.

**Heritage Management Service, LLC**  
**t/a Heritage**  
**Case No. 12-PRO-00072**  
**License No. ABRA-090050**  
**Page 3**

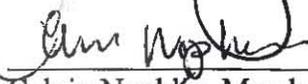
District of Columbia  
Alcoholic Beverage Control Board

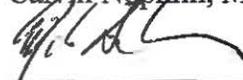
  
\_\_\_\_\_  
Ruthanne Miller, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
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Donald Brooks, Member

  
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Herman Jones, Member

  
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Calvin Nophin, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009

**VOLUNTARY AGREEMENT**

DISTRICT OF COLUMBIA  
REGISTRY OF BUSINESS REGISTRATION  
2012 SEP 25 P 12:49  
PROCESSED BY [Signature]

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 12<sup>th</sup> day of September 2012, by and between Heritage Management, LLC (“Applicant”), and Advisory Neighborhood Commission 2B (“Protestant”)

WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CR Restaurant license for the premises at 1901 Pennsylvania Avenue, NW Washington, D.C.; and

WHEREAS, the Protestant filed a protest opposing the Applicant’s license application;

WHEREAS, the Applicant has agreed to enter into this Agreement with the Protestant to request the Alcoholic Beverage Control Board (“ABC Board”) to approve the Applicant’s license application with the provisions of this Voluntary Agreement being conditions of the license which must be complied with by Applicant.

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. **Entertainment.** Applicant shall not market, advertise, or otherwise promote live entertainment to the general public. Live entertainment in the premises shall be limited to private parties, charitable events, political fundraisers and other private events. In no event shall the Applicant offer live entertainment on any regularly scheduled basis.

3. **Promoters.** Applicant shall not cede control of its operations to outside promoters or other persons. Applicant shall not enter into any marketing arrangement that allows a promoter or any other person to retain cover or admission charges of any kind, other than for charitable events or political fundraisers

4. **Modification**

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

5. **Withdrawal of Protest**

Protestant agrees to the issuance of the license and the withdrawal of its protest provided that the present Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Agreement.

6. **Severability**

In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

7. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant and any transferee of the License. The Applicant will ensure that all parts of the Voluntary Agreement are communicated to any purchaser or future operator of the License and will not take any steps to void the enforceability of this Voluntary Agreement on a future owner or operator.

8. **Notice.** Notice under this Agreement shall be in writing, and may be given by mail or by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery. Notices may be addressed:

If to Applicant, to:

Heritage Management Services, LLC  
1901 Pennsylvania Avenue, NW  
Washington, DC 20006

With a Copy to:

Andrew J. Kline,   
1225 19<sup>th</sup> Street, NW  
Suite 320  
Washington, DC 20036

If to Protestant:

ANC 2B  
9 Dupont Circle, NW  
Washington, DC 20036

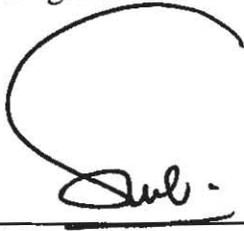
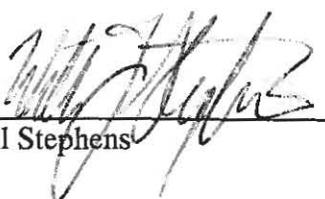
Applicant and other signatories may change the notice address listed above by written notice to the other signatories at the addresses provided in this Agreement. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

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

10. **Withdrawal of Protest.** Upon execution of this Agreement and its acceptance by the ABC Board, any protest of the Applicant's application for license filed by any of the parties hereto, shall be deemed withdrawn.

Heritage Management Services, LLC

Protestant: ANC 2B

By:  date 09/12/12 By:  date: 9/12/12  
Sanjeev Tuli Will Stephens



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

September 14, 2012

**VIA EMAIL AND HAND DELIVERY**

Sarah Fashbaugh  
Adjudication Assistant  
Alcoholic Beverage Regulation Administration  
2000 14th Street, NW, Suite 400 South  
Washington, D.C. 20009

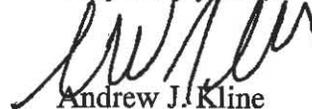
**RE: Heritage Management, LLC t/a Heritage India  
1901 Pennsylvania Avenue, NW  
License No. 90050  
Case No. 12 PRO 00072**

Dear Sarah:

The parties have reached agreement in the above-captioned protest matter. Enclosed is a fully executed Voluntary Agreement for the Board's consideration signed by Will Stephens, Chair, on behalf of ANC 2B and Sanjeev Tuli on behalf of the Applicant. The parties were to appear for Roll Call on Monday, September 24, 2012. Given that a Voluntary Agreement has been entered into, it would be appreciated if you, or another staff member, would alert the parties that they need not attend the Roll Call. Do not hesitate to contact me should you need any additional information or documentation or have any questions concerning this matter.

Thank you for your assistance in this matter and we look forward to receipt of the Board's Order approving the Voluntary Agreement.

Very truly yours,



Andrew J. Kline

AJK/jrj

cc: Martha Jenkins, General Counsel, ABC Board  
La Verne Fletcher, Mediator, ABRA  
Will Stephens, Chair, ANC 2B  
Stephanie Maltz, ANC 2B  
Sanjeev Tuli  
(all via email w/encl.)