

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

**In the Matter of:** )  
 )  
 )  
2737 Sherman Avenue NW, LLC )  
t/a Hilltop Bar & Restaurant )  
 )  
Applicant for a New ) License No. ABRA-094002  
Retailer's Class CT License ) Order No. 2014-520  
 )  
at premises )  
2737 Sherman Avenue, N.W. )  
Washington, D.C. 20001 )  
 )

2737 Sherman Avenue NW, LLC, t/a Hilltop Bar & Restaurant (Applicant)

James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that 2737 Sherman Avenue NW, LLC, t/a Hilltop Bar & Restaurant, Applicant for a new Retailer's Class CT License, located at 2737 Sherman Avenue, N.W., Washington, D.C., and ANC 1B have entered into a Settlement Agreement (Agreement), dated September 17, 2014, 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 James A. Turner, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 10<sup>th</sup> day of December, 2014, **ORDERED** that:

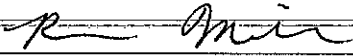
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 3(c) (Hours of Operation – No change without notice) – The following language shall be modified to read as follows: “Any change to this model shall be of great concern to the Parties which they may bring the ABC Board’s attention. The Parties acknowledge that any change in operations requires prior Board approval.”

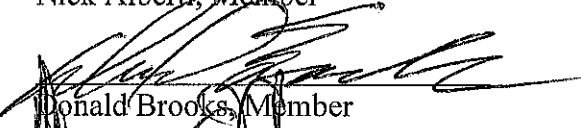
The parties have agreed to this modification.

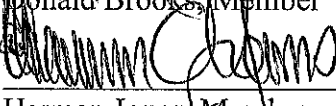
2. Copies of this Order shall be sent to the Applicant and ANC 1B.

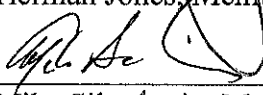
District of Columbia  
Alcoholic Beverage Control Board

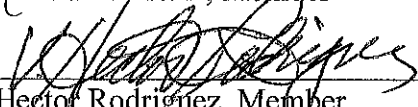
  
Ruthanne Miller, Chairperson

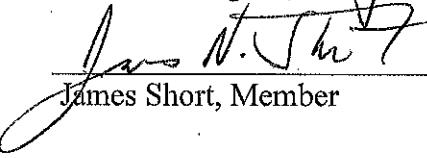
  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

## Settlement Agreement

This settlement agreement (SA) made this 17th day of September by and between The Hilltop Restaurant (Applicant) and Advisory Neighborhood Commission 1B (ANC)

### RECITALS

Whereas, Applicant has applied for a retailer's license (60236) Class CT for premises located at 2737 Sherman Ave. NW

Whereas, the parties have agreed to enter into this settlement agreement pursuant to Section 1513.2 of 23 DCMR, and request the Alcoholic Beverage Control Board approve Applicant's license conditioned upon Applicant's compliance with the terms of this written agreement.

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. **Supersedes.** This SA supersedes any and all existing settlement agreements or voluntary agreements between the parties.
2. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
3. **Hours of operation**
  - (a) **Indoor hours of operation.** The applicant's indoor hours of operation shall be 10 a.m. to 1 a.m., Sunday through Wednesday, and 10 a.m. to 2 a.m., Thursday through Saturday
  - (b) **Outdoor hours of operation.** The applicant's outdoor hours of operation, whether in a summer garden, roof deck, or sidewalk café, shall be 10 a.m. to 11 p.m., Sunday through Saturday.
  - (c) **No change without notice.** Any change to these hours should be considered a substantial change in conflict with this settlement agreement and subject to further negotiation between the parties.
4. **Removal of tables and chairs from outdoor areas.** Applicant shall move outdoor furniture inside or make it otherwise inaccessible when the establishment is closed.
5. **Security.** Applicant shall maintain security cameras and perimeter alarms on the interior of the building and two cameras for the outside

patio.

6. **Maintenance of premises.** Applicant shall maintain the exterior area immediately in front and behind 2737 Sherman Ave. NW.
7. **Trash.** Applicant shall ensure that any trash pickup and haulaway occurs between the hours of 10 a.m. and 3 p.m. Trash shall be stored indoors. Applicant shall contract with a private vendor for rodent and pest control.
8. **Notices.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to licensee:

Sam Jahanbeen, Managing Member  
Hilltop Restaurant  
2737 Sherman Ave. NW  
Washington, DC 20001

If to ANC:

ANCIB  
PO Box 73710  
Washington DC 20056

Applicant may change the notice address listed above by written notice to the signatories hereto. Applicant shall provide a written response to any notification under this Agreement within five business days. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be concurrent with the filing of a complaint with the Alcoholic Beverage Control Board.

9. **Signs and posters.** Applicant shall not place signs/posters on more than twenty-five percent of its windows and shall not stack merchandise in front of the windows so as to obstruct visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does not detract from the adjacent residential community and shall expeditiously remove or paint over any graffiti on its immediate premises.

10. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11. **Authority.** Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

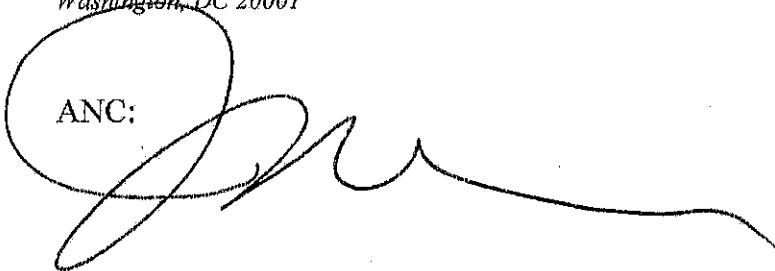
In witness whereof, the parties have executed this Settlement Agreement as of the day and date first above written.

Applicant:



*Sam Jahanbeen, Managing Member  
Hilltop Restaurant  
2737 Sherman Ave. NW  
Washington, DC 20001*

ANC:



*James A. Turner  
Chair 1B, Commission 1B09*