

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

In the Matter of:

MHF Noma Operating IV, LLC
t/a Hilton Garden Inn-DC/U.S. Capitol

Applicant for a New
Retailer's Class B License

at premises
1225 First Street, NE
Washington, D.C. 20002

Case No.: 18-PRO-00084
License No.: ABRA-111948
Order No.: 2019-021

MHF Noma Operating IV, LLC, t/a Hilton Garden Inn-DC/U.S. Capitol (Applicant)

Stephen O'Neal, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6C

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by MHF Noma Operating IV, LLC, t/a Hilton Garden Inn-DC/U.S. Capitol (Applicant), for a new Retailer's Class B License, was protested by ANC 6C.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6C have entered into a Settlement Agreement (Agreement), dated December 20, 2018, that governs the operation of the Applicant's establishment.

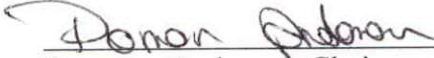
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the ANC 6C.

Accordingly, it is this 9th day of January, 2019, **ORDERED** that:

1. The Application filed by MHF Noma Operating IV, LLC, t/a Hilton Garden Inn-DC/U.S. Capitol for a new Retailer's Class B License, located at 1225 First Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of the ANC 6C in this matter is hereby **WITHDRAWN**;
3. 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; and
4. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



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).

ANC 6C SETTLEMENT AGREEMENT FOR HILTON GARDEN INN-DC/U.S. CAPITOL

THIS AGREEMENT is made and entered into as of this 20th day of December by and between MHF Noma Operating IV LLC, operating under the trade name "Hilton Garden Inn-DC/U.S. Capitol" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 6C, (hereinafter "Protestants").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for its Retailer's Class B 25 Percent license ("the License") for premises within its licensed hotel at 1225 First Street, N.E., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the issuance of the License and withdraw their Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will manage and operate a retail hotel market business which sells beer and wine for off-premises consumption. Applicant will operate at all times as a bona-fide Retailer's Class "B" 25 Percent (as such term is defined in ABC statutes and regulations).
2. **Hours:** Applicant's operating hours shall be 12:00 a.m. to 12:00 a.m. daily (24 hours). Applicant's hour of sales of alcoholic beverages inside the premises shall not exceed 9:00 a.m. to 12:00 a.m. daily.
3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725.
4. **Deliveries:** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 6:00 a.m. and 7:00 p.m.
5. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trashcans.
6. **Withdrawal of Protest:** Protestants agree to the issuance of the License and the withdrawal of their protest upon execution of this Agreement, provided that this Settlement Agreement is incorporated into the Board's order issuing, amending or

renewing the License, which order is thereby conditioned upon compliance with such Settlement Agreement.

7. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved—or, with respect to a breach which reasonably requires more than ten (10) days to cure, efforts to cure the breach have not been commenced—then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint pursuant to D.C. Code 25-446(e) in order to enforce the provisions of the Agreement.


IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 20th day of December, 2018.

MHF NOMA OPERATING IV LLC

By: Noma Investor IV LLC, Managing Member

By: Magna Hotel Fun IV LP, Managing Member

By: GP Magna Fund IV LLC, General Partner

By: 
Robert Indeglia, Jr., Manager

ADVISORY NEIGHBORHOOD COMMISSION 6C

By: Stephen O'Neal
Stephen O'Neal, ANC 6C ABL Committee Chair