

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)	
)	
Lovo Ochoa Enterprises, LLC)	
t/a Il Supremo Italian Restaurant & Bar II)	
)	
Holder of a)	
Retailer's Class CR License)	License No.: ABRA-129516
)	Order No.: 2025-081
at premises)	
4400 Connecticut Avenue, NW)	
Washington, D.C. 20008)	
)	

Lovo Ochoa Enterprises, LLC, t/a Il Supremo Italian Restaurant & Bar II

Courtney Carlson, Commissioner, Advisory Neighborhood Commission (ANC) 3F

BEFORE: Donovan Anderson, Chairperson
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Lovo Ochoa Enterprises, LLC, t/a Il Supremo Italian Restaurant & Bar II (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated December 9, 2024, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Courtney Carlson, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 12th day of February 2025, **ORDERED** that:

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

Section 8 (Take-Out/Delivery Services) – This Section shall be modified to read as follows: “Applicant may provide take-out and delivery service to patrons. Applicant shall refuse service to any delivery person impeding travel lanes, public parking or the alley around the establishment, if known.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b06c09d5f0e4b790003d1dccc8

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 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 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).

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
Van Ness • North Cleveland Park • Wakefield • Forest Hills

3F01 – Marilyn Slatnick
3F02 – Teri Huet, Secretary
3F03 – Mitchell Baer, Treasurer
3F04 – Claudette David, Vice Chair
3F05 – Adrian Iglesias
3F06 – Courtney Carlson, Chair



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SETTLEMENT AGREEMENT

Made this 9th day of December, 2024, by and between Lovo Ochoa Enterprises, LLC (the "Applicant") and Advisory Neighborhood Commission 3F (the "ANC or "ANC 3F"),

WITNESSETH

WHEREAS, pending before the D.C. Alcoholic Beverage and Cannabis Administration ("ABCA") Board is Applicant's request for a Substantial Change to their Retailer's Class "C" license for the premises known as Il Supremo Italian Restaurant & Bar II, located at 4400 Connecticut Avenue, NW (the "Establishment"), License Number ABRA-129516; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below:

General

1. Applicant shall manage and operate a bona fide restaurant at the Establishment with an emphasis on food.
2. According to the Certificate of Occupancy, the restaurant shall have a maximum occupancy load of 77 with a maximum of 77 seats on the first floor. The unenclosed sidewalk cafe shall have a maximum of 24 seats as per the approved DDOT/PSRA Occupancy Permit.
3. Applicant agrees that the hours of operation at the Establishment will begin no earlier and end no later than the following hours:

Sunday - Saturday

7:00 AM - 2:00 AM

- a. In the event the Council of the District of Columbia or the ABCA Board grants licensees extended operating hours for specific occasions, such as the Presidential Inauguration or The World Cup, Applicant may avail itself of such extended hours; and
 - b. On January 1st of each year, Applicant may operate for one additional hour; and
 - c. It is understood between the parties that the above specified open and close times are not a requirement, but rather "maximum hours" that may be used at the discretion of the Applicant.
4. An ABCA-licensed manager or owner, conversant with all aspects of this agreement, shall be on site at the Establishment during all posted hours of operation.

Hours and Conditions of Alcohol Sales

5. Applicant's hours of sale, service, or consumption of alcoholic beverages will be entirely within the Establishment's posted hours of operation.
6. Alcoholic beverages shall be served primarily in conjunction with full meal service. Patrons shall be able to purchase full meal service from the Applicant until 1 hour before closing times.
7. Applicant shall not provide take-out alcoholic beverages.

Take-Out / Delivery Services

8. Applicant may provide take-out and delivery food service to patrons. Applicant shall ensure that all delivery vehicles receiving orders at the premises do not impede travel lanes and public parking on the public streets and alleys around the Establishment.

Music / Entertainment

9. Applicant may present live or recorded music inside the Establishment during the posted hours of operation and to accompany dining, provided that no doors to the exterior of the restaurant shall be propped open when live music is being played within (except when persons are actively using the door for ingress to or egress from the premises.)
10. Applicant may also present music outside the Establishment during the posted hours of operation of the sidewalk cafe and to accompany dining, provided that the noise level shall conform at all times to the [Noise Ordinance Regulations of DC Code](#) § 25- 575 and

20 OCR 2700, et. seq.

11. In all cases, Applicant shall make reasonable efforts to prevent music from the premises, inside and/or outside, from becoming an unreasonable disturbance to occupants in adjacent buildings and surrounding premises.

Advertising

12. Applicant shall refrain from displaying any advertising banners, neon signs, or outside signage other than the sign(s) permitted by zoning above the Establishment. Applicant shall post no signage in public space or outside the restaurant advertising liquor sales.

Public Spaces

13. Applicant shall care for the areas of public space bordering the Establishment on all sides, including collection of loose trash and garbage, and prompt removal of snow and ice.
14. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any alleged violations that Applicant fails to correct may be referred to the appropriate agency by ANC 3F.
15. Applicant shall have the premises and surrounding area properly cleaned at the end of each night so that no garbage or notable odor remains. Applicant shall respect the surrounding residences by limiting noise before open, and after closing hours, when disposing of trash and bottles, and when cleaning the premises.
16. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times.
17. Applicant shall schedule any activities that may cause a disturbance at the frontage or in the alley/parking lot behind the Establishment (e.g. garbage collection, hood cleaning, etc.) only between 9:00 AM and 9:00 PM, or in accordance with the relevant building lease agreement for any form of garbage collection and "noise disturbance" activity; however, Applicant is permitted to receive all deliveries of food, beverages, and supplies during hours between 7:00 AM and 9:00 PM daily.
18. Applicant agrees to maintain outdoor seating ("The Sidewalk Cafe") as a non-smoking outdoor space and will conform at all times to the District's Smoking Ordinance regulations of DC Code§ 7- 1701.

Breach of Agreement / Notifications

19. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment, and the laws and regulations of the District of Columbia in the operation of the Establishment.

20. The Parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute grounds for ANC 3F to file complaint with the ABCA Board in accordance with DC Official Code 25-447.

THEREFORE, in consideration of and in reliance upon the commitments reflected above in items 1 through 20, ANC 3F advises the ABCA Board that it does not oppose Applicant's pending request for a Substantial Change to their Retailer's Class "C" license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written at the top of this document.

APPLICANT

Signature: 

Name: Luis David Lavo Ochoa

Title: member/owner

ANC 3F

Signature: 

Commissioner Courtney Carlson, ANC 3F06
Chairperson

Signature: 

Commissioner Adrian Jesus Iglesias, ANC 3F05