

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

**In the Matter of:** )  
 )  
HBGT, LLC )  
t/a Chez Billy Sud )  
 )  
Holder of a )  
Retailer's Class CR License )  
 )  
at premises )  
1035-1039 31st Street, NW )  
Washington, D.C. 20007 )  
 )

License No.: ABRA-096103  
Order No.: 2019-631

HBGT, LLC, t/a Chez Billy Sud, Licensee

Lisa Palmer, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)  
2E

Cheryl W. Gray, President, The Citizens Association of Georgetown (CAG)

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that ANC 2E, CAG, and a previous holder of a Retailer's Class CR license for the premises located at 1035-1039 31st Street, NW, Washington, D.C., entered into an Amended Settlement Agreement (Agreement), dated July 31, 2010. HBGT, LLC, t/a Chez Billy Sud (Licensee), as the subsequent and current holder of that license is required to comply with the terms of the Agreement, because it governs the operations of the Licensee's establishment.

This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated August 26, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioner Lisa Palmer, on behalf of ANC 2E; and Cheryl W. Gray, on behalf of CAG; are signatories to the Second Amendment.

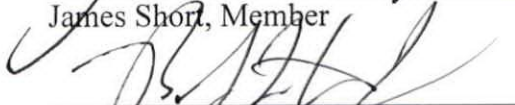
Accordingly, it is this 11th day of September, 2019, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Amended Settlement Agreement not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 2E, and CAG.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Bobby Cato, Member

\_\_\_\_\_  
Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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 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, 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).

## SECOND AMENDMENT TO SETTLEMENT AGREEMENT

THIS SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT ("Agreement") is made by and between HBGT, LLC, a District of Columbia limited liability company, t/a ~~Chez Billy Sud~~ (the "Applicant"), Advisory Neighborhood Commission 2E (the "ANC") and the Citizens Association of Georgetown ("CAG").

WHEREAS, On July 31, 2010 the ANC and CAG entered into a Settlement Agreement with the Applicant at 1039 31<sup>st</sup> Street, N.W. ("Chez Billy Sud");

WHEREAS, On March \_\_\_ 2015 the Parties entered into a First Amendment to the Settlement Agreement to add the space located at 1035 31<sup>st</sup> Street, N.W. (the "Space");

WHEREAS, the Parties all seek to further amend the Settlement Agreement in this Second Amendment;

NOW THEREFORE, In consideration of the agreements set forth herein, the parties do mutually agree as follows:

1. Entertainment. The Entertainment Clause (Section 3) of the original Agreement dated July 31, 2010 shall be amended as follows:
  - a. Up to twelve days per year, Applicant is permitted to charge a cover charge and/or offer live entertainment in 1035 31<sup>st</sup> Street, N.W. when hosting special events. The hours for such entertainment endorsements shall be 5PM-1AM Sunday-Thursday and 5PM-2AM Friday and Saturday.
  - b. Other than when the front or side doors of the Space is open so that guests may enter or exit the Premises, at no time will music played inside of the Space be audible outside of the Space.
  - c. At no time will the Applicant maintain a line of guests awaiting entrance to the Space. If the Applicant's space fills to capacity for an event, guests will be placed on a wait list and asked to return

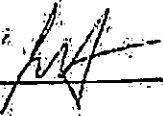
once contacted via text, which will be sent only if and when space becomes available.

- d. Applicant will not hire third party entertainment promoters for events.
  - e. Live entertainment will be consistent with the sophisticated and elevated feel and tone of Establishment.
2. Bottle Disposal. The Applicant endeavors to be considerate and community minded neighbors. To this end, the Applicant has put into place strict procedures regarding bottle disposal to minimize any related disruption to residents nearby. The Applicant endeavors to use commercial best efforts to follow the following bottle management disposal procedures:
- a. At or before 9:30pm, glass recycling is taken from the recycling bins inside of the restaurant & wine bar and transferred to recycling bins in the back of the restaurant.
  - b. Between 9:30pm and the closing of the Establishment, any additional collected bottles are placed in the bins inside of the restaurant.
  - c. As the Establishment closes, the bins are moved from inside of the restaurant to the trash area outside where the bottles remain in the bins until they are transferred to the toters the following morning by the staff which opens the Establishment.
3. Full Force and Effect: In addition to these changes the Agreement dated July 31, 2010 and the First Amendment dated March \_\_, 2015 and all of their terms and conditions shall remain in full force and effect for the property at 1035-1039 31<sup>st</sup>, N.W. In the event of any discrepancy between any of the Agreements, this Second Amendment shall supersede.

Executed on this 26<sup>th</sup> day of August, 2019

APPLICANT:

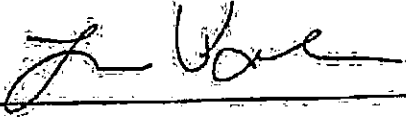
HBGT, LLC t/a as Chez Billy Sud



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BY: Ian Hilton, Managing Member

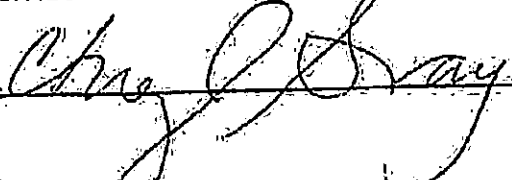
ADVISORY NEIGHBORHOOD COMMISSION 2E



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BY: Lisa Palmer, Vice Chair ANC2E; Commissioner 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN



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BY:  
Cheryl W. Gray, CAG President