

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

In the Matter of:)	
)	
Sushi Para Company)	
t/a Sushi Sai)	
)	
Holder of a)	License No.: ABRA-088557
Retailer's Class DR License)	Order No.: 2016-437
)	
at premises)	
4221 Connecticut Avenue, N.W.)	
Washington, D.C. 20008)	

Sushi Para Company, t/a Sushi Sai (Licensee)

Malachy Nugent, Chairperson, Advisory Neighborhood Commission (ANC) 3F

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Sushi Para Company, t/a Sushi Sai (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated June 7, 2016, that governs the operation 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 Chairperson Malachy Nugent, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 13th day of July, 2016, **ORDERED** that:

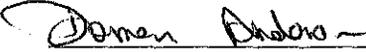
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 13 – The following language shall replace the term “shall” with “is encouraged to.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 3F.

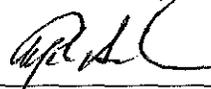
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



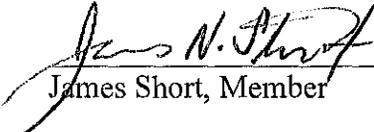
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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).

SETTLEMENT AGREEMENT

June 7, 2016 MT

Made this ~~day of May~~, 2016, by and between SUSHI PARA CO. T/A SUSHI SAI (the "Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F (the "ANC" or "ANC 3F"),

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for renewal of a Retailer's Class "DR" liquor license for the premises known as 4221 Connecticut Avenue, N.W. (the "Establishment"), License Number ABRA-088557; and

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

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 of 70 seats and an occupancy load of 80 persons. Beer and wine will be served primarily in conjunction with meal service.

Hours / Conditions of Alcohol Sales

3. Applicant's hours of operation and sale, service or consumption of alcoholic beverages will be 8:00 a.m. to 12:00 midnight Monday through Sunday.
4. Patrons shall be able to purchase food from the Applicant until 1 (one) hour before closing.

Take-out / Delivery Service

5. Applicant plans to offer take-out food service. Applicant may offer delivery service through Take-Out Taxi or another delivery service. Applicant will not have delivery trucks.

Music / Entertainment

6. Applicant shall have no dancing or live entertainment. Applicant shall be permitted to present recorded music inside the restaurant as soft background music for dining; provided, however, that no doors to the exterior of the restaurant

shall be propped open at any time when music is being played in the restaurant.

7. Applicant shall not install or utilize any equipment for the showing of videos or video games or jukeboxes.

Advertising

8. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the sign permitted by zoning above its establishment. Applicant shall post no signs in public space or outside the restaurant advertising beer and wine sales, happy hours, or the like.

Public Spaces

9. Applicant shall care for the 35 feet of public space that borders the Establishment on Connecticut Avenue, including provision of suitable plantings, collection of loose trash and garbage, and timely snow and ice removal, if applicable.
10. Applicant shall have the restaurant and surrounding area properly cleaned at the end of each night to ensure there is no garbage or odors. Applicant shall respect the residential building 16 feet away and limit noise after closing hours when disposing of trash and bottles in receptacles, and ensure that trash receptacles remain closed and free of vermin at all times.
11. Applicant shall schedule garbage collection, hood cleaning, and any other activity that causes a noise disturbance in the alley behind Applicant's restaurant only from 9:00 a.m. and 9:00 p.m.

Breach of Agreement / Notifications

12. 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 this establishment.
13. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts, and vice versa. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting to confer and deal in good faith with issues raised under this Agreement or new issues that might arise with regard to the operation of the Establishment. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure),

failure shall constitute grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code §25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:

- a. Sushi Para Co. t/a Sushi Sai
4221 Connecticut Avenue, N.W.
Washington, D.C. 20008
- b. Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W., PMB 244
Washington, D.C. 20008-2322

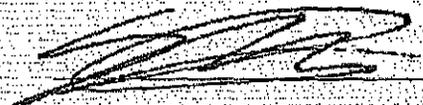
Notice shall be deemed given as of the time of receipt or refusal of receipt.

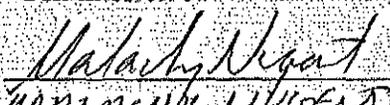
THEREFORE, in consideration of and in reliance upon the commitments reflected in items 1 through 12 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "DR" license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

Applicant: Sushi Para Co. T/A Sushi Sai

ANC: Advisory Neighborhood
Commission 3F

By: 
Name: _____
Title: *President*

By: 
Name: *MALACHY NUGENT*
Title: *CHAIR, ANC 3F*