

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

In the Matter of:	)	
	)	
Rudrakalash, LLC	)	
t/a Masala Art	)	
	)	
Applicant for a New	)	
Retailer's Class CR License	)	License No. ABRA-094766
	)	Order No. 2014-310
at premises	)	
1101 4th Street, S.W.	)	
Washington, D.C. 20024	)	

Rudrakalash, LLC, t/a Masala Art (Applicant)

Roger Moffatt, Chairperson, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Ruthanne Miller, Chairperson  
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 Rudrakalash, LLC, t/a Masala Art, Applicant for a new Retailer's Class CR license, 1101 4th Street, S.W., Washington, D.C., and ANC 6D have entered into a Settlement Agreement (Agreement), dated March 4, 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 Roger Moffatt, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 6<sup>th</sup> day of August, 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 4 (Trash Disposal and Storage) – The following language shall be removed: “The Licensee will notify ANC-6D in writing and by email of any significant change in the manner of operations at least 30 days in advance of any such application to any Board, Commission or regulatory authority of the District of Columbia government should the change increase hours or possibly negatively impact this agreement.”

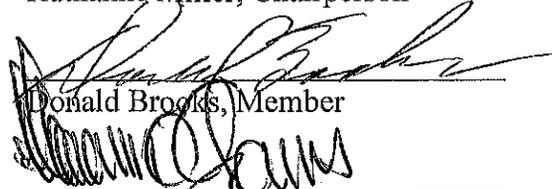
The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



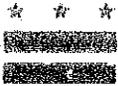
Hector Rodriguez, Member



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).



Advisory Neighborhood  
Commission 6D

1101 4<sup>th</sup> Street, SW,  
Suite W130  
Washington, DC 20024  
Main: 202-554-1795

*[Handwritten signature]*  
2014 JUL 23 A 9:57

SETTLEMENT AGREEMENT

ADRA

AGREEMENT made this 4th day of March 2014, by and between Rudrakalash LLC dba Masala Art (the Licensee) 1101 4<sup>th</sup> Street, SW, Unit 120, Washington, DC and Advisory Neighborhood Commission 6D (the ANC)

WHEREAS, the ANC has protested the renewal application of the licensee to the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Licensees operating plans,

NOW, THEREFORE, in accordance of the promises set forth below, the parties agree as follows

1. LITTER AND CLEANLINESS - The Licensee will take all reasonable measures to ensure that that the immediate environs of the premises are kept free of litter and debris "Immediate environs" is defined by ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
2. NOISE - The Licensee acknowledges familiarity with and will comply with all noise control provisions of District of Columbia law and regulations, including:

Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended.

Licensee shall make all efforts to discourage patrons from loitering in and around the premises during and after dose of business.

Hours of operation for music with in the premises shall be as follows:

Monday thru Thursday: 11 am - 2 am  
Friday: 11 am - 3 am Saturday: 10  
am - 3am Sunday: 10 am-2 am

\*in case of special events (e.g., weddings, private parties, holiday parties etc.), the client (one who reserves the restaurant) will be allowed to hire a DJ at their own expense and the restaurant (Masala Art) will NOT charge a cover, and will only be restricted to the guests in the party. The music will be allowed until 12:00am for special events on weekdays and until 1 am on weekends - i.e. Friday and Saturdays (not to exceed 4 per year) The licensee will in writing inform the ANC about the same.

The Licensee agrees to implement the following policies in order to establish a relationship with the community to promote peace, order and quiet.

- a. Any and all concerns should be e-mailed to Atul Bhola at [masalaartsw@gmail.com](mailto:masalaartsw@gmail.com). The Senior Manager will be notified of all concerns and act accordingly.
- b. The Licensee will post its license, its certificate of occupancy, and all other District of Columbia Government business permits in an accessible and conspicuous place and will cooperate with any request for examination of these documents by a member of the MPD, Alcoholic Beverage Regulation Administration staff and ANC6D, as required by law.

3. ALCOHOL SAFETY - The Licensee agrees to refuse service to any person who is intoxicated or is in danger of becoming intoxicated. The Licensee will assure that all alcoholic beverage sales staff will have appropriate training in the safe and handling of alcoholic beverages. The Licensee will also assure that the ABC Board-approved manager has received training of the type offered by TIPS, or other comparable ABC Board approved alcohol awareness and safety training. Signage encouraging responsible drinking and driving will be visibly posted in areas of service and exit for the lounge.
4. The hours of operations shall not exceed the approved hours of alcohol sales, service and consumption. The Licensee will notify ANC-6D in writing and by e-mail of any significant change in the manner of operations at least 30 days in advance of any such application to any Board, Commission or regulatory authority of the District of Columbia Government should the change increase hours or possibly negatively impact this agreement.
6. This agreement can be modified only by the ABRA, or by mutual agreement of all the parties with the approval of ABRA.. In the case of ANC 6D, if Licensee desires to modify the terms of this agreement, prior to implementing the changes, Licensee shall receive written agreement from ANC 6D.
7. The parties further agree that the failure of the Licensee to adhere to any of the foregoing commitments shall constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR1513.5 after the Licensee has been notified by the ANC of any breach or commitment and is given 7 days to attempt reach a mutually satisfactory resolution.
8. Protestant agrees to the issuance of the renewal and withdraws its protest provided that the present Settlement Agreement is incorporated into the Board's order renewing the license, which order is hereby conditioned upon compliance with such Settlement Agreement.
9. Security cameras are located throughout the establishment in order to give appropriate coverage should an incident occur. Security cameras are in place giving appropriate coverage to the entrance of the hotel as well as the loading dock kitchen entrance. Our system is only capable of holding tape information for up to 14 days.

IN WITNESS WHEREOF, the parties have affixed hereto their signatures on the year and day first above written.

<p>The LICENSEE: Rudrakalash, LLC</p> <p>By <u>Atul Bhola</u> ATUL BHOLA</p>	<p>The ANC: Advisory Neighborhood Commission 6D</p> <p>By <u>Roger Moffatt</u> Chairperson, ANC 6D</p>
<p>The ANC: Advisory Neighborhood Commission 6D</p> <p>By _____ Ed Kaminski Vice Chairman, ANC 6D</p>	