

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

In the Matter of:)	
)	
Nallapperum R. Indren)	
t/a Banana Leaf DC)	
)	
Applicant for a New)	License No. ABRA-099122
Retailer's Class CR License)	Order No. 2015-513
)	
at premises)	
5014 Connecticut Avenue, N.W.)	
Washington, D.C. 20008)	

Nallapperum R. Indren, t/a Banana Leaf DC (Applicant)

Adam Tope, 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 Nallapperum R. Indren, t/a Banana Leaf DC, Applicant for a new Retailer's Class CR License, located at 5014 Connecticut Avenue, N.W., Washington, D.C., and ANC 3F have entered into a Settlement Agreement (Agreement), dated October 20, 2015, that governs the operation of the Applicant's establishment.

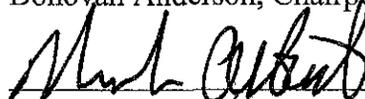
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Adam Tope, on behalf of ANC 3F, are signatories to the Agreement.

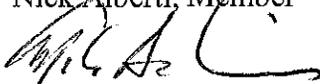
Accordingly, it is this 4th day of November, 2015, **ORDERED** that:

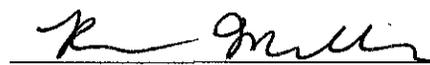
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 3F.

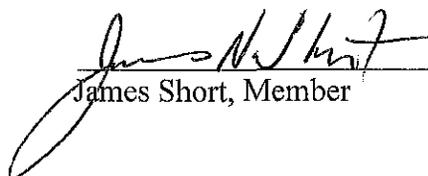
District of Columbia
Alcoholic Beverage Control Board


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

Made this 20th day of October, 2015, by and between BANANA LEAF, D.C. (the "Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F, North Cleveland Park, Forest Hills, and Tenleytown (the "ANC" or "ANC 3F"),

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for a Retailer's Class "C" liquor license for the premises known as 5014 Connecticut Avenue, N.W. (the "Establishment"), License Number ABRA-099122; 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. The restaurant shall have a maximum of 65 seats inside, plus an unenclosed sidewalk café, the seating maximum of which will be determined upon architectural drawings, final approval from the Public Space Committee, and any necessary permits.

Hours / Conditions of Alcohol Sales

3. Applicant's hours of operation and sale, service or consumption of alcoholic beverages for inside the restaurant premises and outside in the unenclosed sidewalk café shall be as follows:
 - a. Monday through Thursday 11:30 a.m. -- 10:00 p.m.
 - b. Friday 11:30 a.m. -- 11:00 p.m.
 - c. Saturday 12:00 p.m. -- 11:00 p.m.
 - d. Sunday 12:00 p.m. -- 10:00 p.m.
4. Applicant shall not operate its unenclosed sidewalk café area after 10:00 p.m., Sunday through Thursday, nor after 11:00 p.m., Friday and Saturday.
5. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.

Take-out / Delivery Service

6. Applicant will not provide take-out alcoholic beverages.
7. Applicant's delivery vehicles will not impede travel lanes and public parking on Connecticut Ave, NW or the surrounding street at any time.

Music / Entertainment

8. Applicant shall have no dancing at the restaurant.
9. Applicant shall be permitted to present live or recorded music inside the restaurant as soft background music for dining.
10. Applicant agrees that no doors to the exterior of the restaurant shall be propped open at any time when music, whether live or recorded, is being played in the restaurant.
11. Applicant shall not install or utilize any video games or jukeboxes at the restaurant.

Advertising

12. Applicant shall not display, outside of the Establishment, any alcohol-related banners, neon signs, or signage other than the sign permitted by zoning above its Establishment.
13. Applicant shall post no signs in public space or outside the restaurant advertising alcohol, beer and/or wine sales, happy hours, or the like.

Public Spaces

14. Applicant shall care for the 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.
15. 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 surrounding residential buildings 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.

Breach of Agreement / Notifications

16. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts, and vice versa.
17. Applicant agrees that, upon notification from the ANC, it shall send a

representative 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 restaurant.

18. In the event Applicant shall breach 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.
19. 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 a cause for ANC 3F to file a complaint with the Alcohol Beverage Regulation Administration.
20. Unless otherwise noted, 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. Banana Leaf, D.C.
5014 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 20 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "C" license.

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

(Signature page follows)

For the Applicant, Banana Leaf, D.C.:

Ramani Napoli
signature

RAMANI FELICIA NAPOLI
printed name, title
PARTNER.

For Advisory Neighborhood Commission 3F:

Adam Tope
signature

ADAM TOPE, CHAIR
printed name, title