

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

In the Matter of:)	
)	
)	
OSB, Inc.)	
t/a Herbivor Indian Cuisine)	
)	Case No.: 24-PRO-00034
Applicant for a New)	License No.: ABRA-125073
Retailer's Class CR License)	Order No.: 2024-209
)	
at premises)	
1639 Wisconsin Avenue, NW)	
Washington, D.C. 20007)	
)	

OSB, Inc., t/a Herbivor Indian Cuisine, Applicant

Paul Maysak, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by OSB, Inc., t/a Herbivor Indian Cuisine (Applicant), for a new Retailer's Class CR License, was protested by ANC 2E.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 2E have entered into a Settlement Agreement (Agreement), dated February 2, 2024, that governs the operations 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 Commissioner Paul Maysak, on behalf of ANC 2E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 24th day of April 2024, **ORDERED** that:

1. The Protests of ANC 2E in this matter is hereby **WITHDRAWN**;
2. 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
3. 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: ac43cb66c9d5f09e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this ^{26th} day of February, 2024, by and between OSB, Inc Trade Name Herbivor Indian Cuisine ("Applicant") and Advisory Neighborhood Commission 2E ("ANC"), (collectively the "Parties").

Whereas, Applicant has applied for a Retailer's Class C license to be located at 1639 Wisconsin Avenue NW, NW (the "Premises");

Whereas the parties desire to enter into an Agreement whereby the Applicant will agree to adopt certain measures to address concerns of ANC 2E to include this Agreement as a formal condition of its application. ANC 2E will agree to the approval of such license provided that this Agreement is incorporated into the Board's order approving such application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

- **Occupancy**
 - The occupancy of the interior of premises shall not exceed the fire code limit currently at 24. The occupancy of the rear Summer Garden shall not exceed 16.
- **Hours of Operation.**
 - The Hours of Operation and Hours of Alcoholic Beverage Sales and Consumption **inside the restaurant** shall be:
 - Thursday – Sunday 10:00 am - 12:00 pm
 - Friday - Saturday 10:00am - 1:00 am
 - The Hours of Operation and Hours of Alcoholic Beverage Sales and Consumption for the rear **Summer Garden** shall be as follows:
 - Sunday – Thursday 10:00 am - 10:00 pm (while seated and dining)
 - Friday - Saturday 10:00am - 10:00pm (while seated and dining)
- **NOISE:**
 - No loud music played inside the Premises nor noise emanating from the Premises shall be audible outside the premises except when doors are open to provide access and egress.
 - No Amplified music to be played in the rear summer garden that carries into the rear residential area.
 - There shall be no dumping of bottles and cans outside the premises from 10:00pm to 8:00am.
- **Trash and Public Space:**
 - Applicant shall have commercial trash removal services a minimum of 2 times per week.
 - Applicant shall place all trash in rodent proof-preventive containers.
 - The applicant shall take steps to ensure that no part of the premises harbors rats or other vermin.
 - The public space adjacent to and in front of the premises is to be always kept tidy, and litter is to be removed by the Applicant's staff regularly.

- Applicants shall faithfully comply with all District Columbia regulations concerning trash removal and sanitation.
- **Monitoring and Manner of Service:**
 - Applicant shall not overserve.
- **Rodent Mitigation Services:** Applicant shall contract with a professional, licensed pest control company for service a minimum of twice per month and will maintain a log on site for treatment and inspections from the provider.
- **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant:

OSB, Inc. t/a Herbivor Indian Cuisine
1639 Wisconsin Avenue, NW
Washington, DC 20007
Attn: Balwinder Singh
Phone: 571-277-5168
e-mail: washfinancials@gmail.com

If to ANC:

Advisory Neighborhood Commission 2E
P.O. Box 77876
Washington, DC 20013-7787
Attn: Paul Maysak, Commissioner 2E03
Phone: 202-302-0152
e-mail: 2e03@anc.dc.gov

8. Protest withdrawn. Upon execution of this Agreement by the Parties, the ANC and CAG shall withdraw its protests of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC 2E:



Paul Maysak, Commissioner 2E03

APPLICANT:

OSB, Inc. t/a Herbivor Indian Cuisine

By: *Balwinder S.*

Balwinder Singh