

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

In the Matter of:

Georgetown Ramen Bar, LLC
t/a JINYA Ramen Bar (Georgetown)

Applicant for a New
Retailer's Class CR License

at premises
1525 Wisconsin Avenue, NW
Washington, D.C. 20007

Case No.: 25-PRO-00061
License No.: ABRA-132205
Order No.: 2025-852

Georgetown Ramen Bar, LLC, t/a JINYA Ramen Bar (Georgetown), Applicant

Matthew Minora, Counsel, on behalf of the Applicant

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

Amy Titus, President, The Citizens Association of Georgetown (CAG), Protestant

Sue Rutledge, Abutting Property Owner, Protestant

Sue Rutledge, Representative, on behalf of a Group of Five or More Individuals, Protestant

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF PROTESTS, AND
DISMISSAL OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Georgetown Ramen Bar, LLC, t/a JINYA Ramen Bar (Georgetown) (Applicant), for a New Retailer's Class CR License, came before the Alcoholic

Beverage Control Board (Board) for a Roll Call Hearing on July 7, 2025, and a Protest Status Hearing on July 23, 2025, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, and Sue Rutledge have entered into a Settlement Agreement (Agreement), dated July 22, 2025, 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; Commissioner Paul Maysak, on behalf of ANC 2E; Amy Titus, on behalf of CAG; and Sue Rutledge; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E, CAG, and Sue Rutledge.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 6th day of August 2025, **ORDERED** that:

1. The Application filed by Georgetown Ramen Bar, LLC, t/a JINYA Ramen Bar (Georgetown), for a New Retailer's Class CR License, located at 1525 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, and Sue Rutledge in this matter are hereby **WITHDRAWN**;
3. The Protest of the Group of Five or More Individuals is **DISMISSED**;
4. 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
5. 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: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, 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, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that 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). Parties are further advised that the failure to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by

the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

**SETTLEMENT AGREEMENT BETWEEN GEORGETOWN RAMEN BAR LLC; ADVISORY
NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 22nd day of July 2025, by and between Georgetown Ramen Bar LLC t/a JINYA Ramen Bar (Georgetown) ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E"), The Citizens Association of Georgetown ("CAG"), and Susan L. Rutledge, an Abutting Property Owner (also referred to collectively as the "Parties").

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC license (ABRA-132205) with Entertainment, Summer Garden, Alcohol Carryout & Delivery, Holiday Extension, and Streatory Endorsements ("License") encompassing the ground and second floors at 1525 Wisconsin Ave., NW ("Premises");

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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

- 1. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Occupancy.** The Premises' interior occupancy shall not exceed 135, and the Summer Garden occupancy shall not exceed 36 patrons for a total combined occupancy of 175 patrons. Streatory seating shall not exceed 30 patrons.
- 3. Hours.**
 - a. The Hours of Operation for interior Premises shall be:
 - i. Sunday through Thursday, 11:00am – 12:00am;
 - ii. Friday & Saturday, 11:00am – 1:00am.
 - b. The Hours of Sales, Service, and Consumption of Alcoholic Beverages for interior Premises shall be:
 - i. Sunday through Thursday, 11:00am – 12:00am;
 - ii. Friday & Saturday, 11:00am – 1:00am.
 - c. However, Applicant shall stop seating patrons in the 2nd floor rear bar (closest to the abutting residential property) at 11:00pm weekdays and 12:00am weekends. It is understood by the Parties that patrons in the 2nd floor rear bar shall be permitted to finish their meals and alcoholic beverages until the end of operations. If Applicant installs a permanent enclosure over the Summer Garden, this section shall no longer apply and the 2nd floor rear bar shall have the same hours as the rest of the interior as outlined in Sections 3(a) and 3(b), above.
 - d. The Hours of Entertainment shall be: 11:00am – 11:00pm daily. There shall be no Entertainment in the Summer Garden;

- e. The Summer Garden Hours of Operations and Sales, Service, and Consumption of Alcoholic Beverages shall be:
 - i. Sunday through Thursday, 11:00am – 10:00pm; and
 - ii. Friday & Saturday, 11:00am – 11:00pm.
 - iii. There shall be no bar installed in the Summer Garden and service in the Summer Garden shall be for seated patrons.
 - iv. It is understood by the Parties that patrons and staff may utilize the Summer Garden outside of the above hours as a means of ingress and egress to other interior portions of the Premises.
 - v. Applicant shall post a sign in the Summer Garden reminding patrons to be respectful of the neighbors' enjoyment of their homes.
- f. The Rear Yard behind the Premises shall not be utilized as a service area for patrons' dining or drinking.
- g. The Sreatery Hours of Operations and Sales, Service, and Consumption of Alcoholic Beverages shall be: 11:00am – 12:00am daily.
- h. Exceptions to the stated hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Licensee may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours;
 - iii. On January 1 of each year Licensee may operate, sell, serve, and permit the consumption of alcoholic beverages until 2:00am; and
 - iv. The Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from any other Party, to operate outside the bounds of the standard hours listed above.

4. Summer Garden Enclosure.

- a. Applicant shall install sound mitigation measures in the Summer Garden, including both coverage above the Summer Garden area (e.g., large umbrellas, a pergola with louvres, or fabric canopy sheets) and measures in the Summer Garden itself (e.g., sound absorbing panels, "green walls").
- b. The materials utilized in the sound mitigation techniques shall be ones designed to absorb, reduce, or baffle sound. Parties are encouraged to provide input to Applicant as to the types of materials and techniques used. However, Applicant shall have the final decision as to the design and selection of the sound mitigation measures and materials installed in and above the Summer Garden.
- c. Applicant may install a permanent enclosure on the Summer Garden after receiving the necessary approval and permits from the relevant District agencies or reviewing bodies.
- d. (Intentionally deleted.)
- e. Following the installation of a permanent enclosure for the Summer Garden and provided Applicant continues to comply with the Noise restrictions of Section 5 :
 - i. Applicant may install speakers on the Summer Garden;
 - ii. Applicant may have the same hours on the Summer Garden as those for the interior Premises;

- iii. The additional restrictions included Section 3(e)(iii) and (v) shall no longer apply;
- iv. If the enclosure renders the Summer Garden as a portion of the interior Premises, Parties shall not object to Applicant increasing its interior occupancy accordingly; and
- v. Applicant may remove the interim sound mitigation measures over the Summer Garden as described in Section 4(a).

5. Noise & Rear Yard Usage.

- a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
- b. No amplified music (prerecorded or otherwise) shall be offered in the Summer Garden until a permanent enclosure is installed as outlined in Section 4, above.
- c. Applicant shall ensure that noise (whether amplified or unamplified) emanating from inside the licensed Premises or the Summer Garden is not audible inside residential properties on the 1500 block of 32nd Street, NW, 3200 block of Q Street, NW, or 3200 block of P Street, NW excepting: (i) when doors are open for ingress and egress; or (ii) any audible noise emanating from the Streatery.
- d. No glass bottles shall be disposed of in a manner that is audible on residential properties on the 1500 block of 32nd Street, NW, 3200 block of Q Street, NW, or 3200 block of P Street, NW. between 10:00pm and 7:00am daily.
- e. Applicant shall keep its windows and doors closed except during ingress and egress.
- f. Any lighting installed in the Rear Yard shall be pointed downward and away from the residences on 32nd Street, NW, 3200 block of Q Street, NW, or 3200 block of P Street, NW except where prohibited by law (e.g. lighting for egress).
- g. Applicant's employees shall not smoke (tobacco or cannabis) in the Rear Yard behind the Premises.
- h. Applicant shall maintain the Rear Yard in an orderly manner, including routine clearing of debris and fallen leaves.

6. Roof Equipment and HVAC System.

- a. Applicant shall ensure that kitchen exhaust fans are not pointed at residences.
- b. HVAC System:
 - i. Parties acknowledge that the current HVAC system installed on the roof will have to be replaced in the future. At that time, Applicant shall replace the existing system with an updated HVAC system which produces less noise and vibrations than the current model.
 - ii. Parties are encouraged to provide input to Applicant as to the make and model of the replacement HVAC system. However, Applicant shall have the final decision in selecting the replacement HVAC system.
 - iii. (Intentionally deleted.)
- iv. In the interim, Applicant shall undertake sound mitigation measures to reduce the noise and vibrations cause by the current HVAC system. Applicant is not required to undertake measures that require approval of the Old Georgetown Board prior to installation.

7. Public Space & Trash.

- a. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests.
- b. Applicant shall maintain trash, recycling, and other refuse containers within the Premises until they are set outside for pick-up. Applicant shall ensure that the area from where trash is

picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the trash room.

- c. Trash pick-up will occur at least five times per week, but may be increased to daily pick-up, as needed. Trash pick-up will not occur between the hours of 10:00pm and 7:00am.
- d. No trash, recycling, grease, or other refuse shall be stored in the Rear Yard behind the Premises (although Parties acknowledge the Rear Yard may be used for other storage).
- e. The Streatery seating will be maintained in an orderly manner and routinely monitored for cleanliness.
- f. Applicant shall allow access the utility pole located on the property to utility service providers.

8. Parking and Deliveries.

- a. Applicant shall not accept deliveries from vendors between the hours of 10:00pm and 7:00am.
- b. Applicant shall not knowingly accept deliveries from vendors or third-party food delivery services parked illegally.
- c. Applicant shall encourage patrons through signage or other means to utilize public transportation and ride sharing options.

9. Cleaning & Pest Control.

- a. Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises, including regular maintenance of the Rear Yard.
- b. Applicant will maintain a contract with a professional, licensed pest control company to provide routine, and as needed, control of pests and vermin at the Premises, including the Rear Yard behind the Premises, as needed. Applicant shall maintain a log of pest and vermin control inspections.
- c. Applicant is encouraged to utilize pest and vermin control companies that utilize environmentally friendly techniques, such as dry-ice and rat dogs.

10. Promoters & Private Events. No third-party promoters will conduct business on the Premises and no cover charge shall be collected to enter the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

11. Notice & Opportunity to Cure.

- a. 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 ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Licensee: Jinya Ramen Bar (Georgetown)
8280 Willow Oaks Corp. Drive, Suite 600
Fairfax, VA 22031

samshoja.dc@gmail.com with CC to
tahmina@paraisotaqueria.com and faisel@harvesteats.com

If to ANC 2E: Advisory Neighborhood Commission 2E
 Attention: Paul Maysak, 2E03
 3265 S Street, NW
 Washington, DC 20007
 2E03@anc.dc.gov

If to CAG: Citizens Association of Georgetown
 Attention: Amy Titus, President
 1365 Wisconsin Avenue, NW
 Washington, DC 20007
 CAGMail@cagtown.com

If to Susan L. Rutledge: 1532 32nd St., NW
 Washington, DC 20007
 HistoricPreservation2010@yahoo.com

- b. Notwithstanding the forgoing, Applicant shall provide a phone number to the Parties which provides direct contact to an individual empowered to enforce the terms of this Agreement (e.g., general manager). In the event of immediate and ongoing Noise, disturbed Parties are encouraged to use this phone number to report such disturbances for a prompt response to address the issue. Applicant shall keep a log of these calls, including (to the extent provided by the contacting Party): the date, time, complainant Party name, and nature of complaint. Applicant shall retain these records for one year from date of contact. The Applicant shall make this log available to the ABC Board in a reasonable time upon request.

10. **Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.
11. **No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the Parties shall withdraw their protest against the Applicant's License application.

[signatures on the following page]

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Paul Maysak, ANC 2E03

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Amy Titus, President

ABUTTING PROPERTY OWNER

Susan L. Rutledge

GEORGETOWN RAMEN BAR LLC

By: Sam Shoja Date: 23 Jul, 2025
Sam Shoja, Managing Member

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: Paul Maysak Date: 7/22/25
Paul Maysak, ANC2E03

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Amy Titus, President

ABUTTING PROPERTY OWNER

Susan L. Rutledge

GEORGETOWN RAMEN BAR LLC

By: _____ Date: _____
Sam Shoja, Managing Member

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Paul Maysak, ANC 2E03

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Amy Titus, President

ABUTTING PROPERTY OWNER

Susan L. Rutledge July 22, 2025
Susan L. Rutledge

GEORGETOWN RAMEN BAR LLC

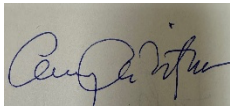
By: _____ Date: _____
Sam Shoja, Managing Member

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Paul Maysak, ANC 2E03

THE CITIZENS ASSOCIATION OF GEORGETOWN

By:  Date: _____
Amy Titus, President

ABUTTING PROPERTY OWNER

Susan L. Rutledge

GEORGETOWN RAMEN BAR LLC

By: _____ Date: _____
Sam Shoja, Managing Member