

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

In the Matter of:

MXW Group, LLC
t/a Juicy King Crab Express

Applicant for a New
Retailer's Class CR License

at premises
1832 Columbia Road, NW
Washington, D.C. 20009

License No.: ABRA-119709

Order No.: 2021-907

MXW Group, LLC, t/a Juicy King Crab Express, Applicant

Amir Irani, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, on behalf of Kalorama Citizens Association (KCA).

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER APPROVING SETTLEMENT AGREEMENT

MXW Group, LLC, t/a Juicy King Crab Express (Applicant), Applicant for a New Retailer's Class CR License, was protested by ANC 1C and the Kalorama Citizens Association (KCA).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 1C and the KCA entered into a Settlement Agreement (Agreement), dated December 1, 2021, 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, Amir Irani, on behalf of ANC 1C, and Denis James, on behalf of the KCA are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1C and KCA.

Accordingly, it is this 30th day of December 2021, **ORDERED** that:

1. The Application filed by MXW Group, LLC, t/a Juicy King Crab Express, for a new license is **GRANTED**;
2. The Protests of ANC 1C and the KCA in this matter are hereby **WITHDRAWN**;
3. 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 modifications:

Section 2 - The heading "Sidewalk Café" shall be replaced with the heading "Sidewalk Café/Summer Garden"; and

Section 3 – The following language in the fourth sentence shall be deleted "and request that it be attached to the rear of the Board Order approving this Settlement Agreement."

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a432b992e6d1f0e4b72060d1e0e8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547663729226e6e51b3325d2740e

James Short, Member

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8272201c520447401b50f6234161f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd7ff0042ecl4adeb52541e1f

Edward S. Grandis, 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 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 (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 CONCERNING ISSUANCE
OF A NEW LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 1st day of December, 2021, by and among MXW Group, LLC, t/a Juicy King Crab Express (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), (collectively, the "Parties"), witnesseth:

Whereas, Applicant has applied for a new Retailer's Class "C" Restaurant license (CR-01), to be located at 1832 Columbia Road, NW, license number ABRA-119709.

Whereas, the restaurant is located within the boundaries of ANC 1C and KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C and KCA agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections shall be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available during all hours of operation. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.

2. Hours of operation shall not exceed:

Inside:

Sunday-Thursday:	11:00 am -10:00 pm
Friday and Saturday:	11:00 am - 2:00 am

Sidewalk Cafe:

Sunday-Thursday:	11:00 am - 10:00 pm
Friday and Saturday:	11:00 am - 12:00 midnight

3. Occupancy: Customer seating at the establishment shall be only on the first floor front, inside, and the front Summer Garden (outside).

Inside occupancy shall be governed by the Certificate of Occupancy (C of O). At the time of execution of this agreement, Applicant is seeking a revised C of O. Upon issuance, Applicant shall submit the revised C of O to the Board and request that it be attached to the rear of the Board Order approving this Settlement Agreement.

Occupancy for the Summer Garden at sidewalk level in front of the establishment shall be 20 or the number on a revised C of O, yet to be issued.

4. Noise. Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space Sidewalk Cafe or in a Streatery, should the Applicant be granted one, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound to the outside.

(c) Sound from inside will not be audible in residential housing units.

(d) The entry doors shall never be propped open during hours of operation.

5. Trash/Garbage/Rodents

Applicant agrees to paint the establishment name on their trash, recycling and grease containers.

(a) Applicant shall maintain at least five days per week of regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose, and maintain the services of a grease removal company.

(d) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

7. Exterior including public space

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and

to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events. Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not use promoters in any connection with the establishment.

9. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

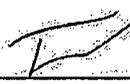
10. Consideration of Neighbors. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

11. Modification. This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations. In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement. Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

For MXW Group, LLC, t/a Juicy King Crab Express

By:  11 / 30 / 2021
Signature above Date

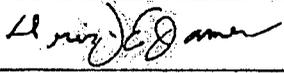
Maggie Wang President
Print name and title above

For Advisory Neighborhood Commission 1C

By:  12 / 01 / 2021
Signature above Date

Amir Irani Chairperson
Print name and title above

For Kalorama Citizens Association

 11 / 29 / 2021
Denis James, President Date

TITLE Julcy King Crab Express Settlement Agreement
FILE NAME Julcy King Crab E...reement Final.pdf
DOCUMENT ID 60901c6d4fd6e51564cb4327d10bc1970fab431
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ● Completed

Document History

-  **SENT** **11 / 29 / 2021**
22:11:44 UTC Sent for signature to Amir Irani (1c01@anc.dc.gov), Denis James (denisjames@verizon.net) and Maggie Wang (yanyunwang08@gmail.com) from 1c01@anc.dc.gov
IP: 108.48.167.98
-  **VIEWED** **11 / 29 / 2021**
22:46:36 UTC Viewed by Denis James (denisjames@verizon.net)
IP: 96.231.1.207
-  **SIGNED** **11 / 29 / 2021**
22:47:10 UTC Signed by Denis James (denisjames@verizon.net)
IP: 96.231.1.207
-  **VIEWED** **11 / 30 / 2021**
18:14:57 UTC Viewed by Maggie Wang (yanyunwang08@gmail.com)
IP: 172.58.219.16
-  **SIGNED** **11 / 30 / 2021**
18:16:06 UTC Signed by Maggie Wang (yanyunwang08@gmail.com)
IP: 172.58.219.16

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

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12 / 02 / 2021
01:12:35 UTC

Viewed by Amir Irani (1c01@anc.dc.gov)
IP: 108.48.167.98



12 / 02 / 2021
01:12:55 UTC

Signed by Amir Irani (1c01@anc.dc.gov)
IP: 108.48.167.98



12 / 02 / 2021
01:12:55 UTC

The document has been completed.