

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

In the Matter of:

DC Ramen, LLC
t/a Kaiju Ramen Bar

Applicant for a New
Retailer's Class CT License

at premises
525 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-118566
Order No.: 2021-542

DC Ramen, LLC, t/a Kaiju Ramen Bar, Applicant

Brian Ready, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that DC Ramen, LLC, t/a Kaiju Ramen Bar (Applicant), Applicant for a new Retailer's Class CT License, and ANC 6B have entered into a Settlement Agreement (Agreement), dated July 13, 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 and Chairperson Brian Ready, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 6th day of October 2021, **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 6 (Notice Mitigation) – The “xxx” shall be replaced with the language “the front of the Summer Garden.”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson
Key: ac43c8c9c0c45f9e4b73c0031d0c08

Donovan Anderson, Chairperson

eSigned via DocuSign
James Short
Key: 5470a702270c65a9133355a2049f

James Short, Member

eSigned via DocuSign
Bobby Cato
Key: 208d58a17b414617f4505b079179208

Bobby Cato, Member

eSigned via DocuSign
Rafi Aliya Crockett, Member
Key: 85d0251841e18e400d155b612d81c

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 82c7200155254474b1b508a244100

Jeni Hansen, Member

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Edward Grandis, Member
Key: 5027bda700d040ee143d0b52541ce5

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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
DC Ramen, LLC d/b/a Kaiju Ramen Bar

Pursuant to this Settlement Agreement, ("Agreement"), by and between DC Ramen, LLC d/b/a Kaiju Ramen Bar ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to the operation of the Applicant's business located at 525 8th Street, SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant is applying before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to seek its approval of a substantial change transfer of the existing Retailer's Class "C" Tavern License (ABRA-118566) ("License") which has existing Entertainment, Cover Charge, and Dancing Endorsements and to add Sidewalk Cafe and Summer Garden Endorsements as part of the transfer; and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing in this Agreement the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the area about the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously existing Settlement Agreements for the Premises or between the Parties, and all such previous agreements are hereby declared superseded, null and void, and of no further effect.

NOW, THEREFORE, Applicant and ANC6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service Tavern ("Establishment") on the first floor and basement level of the Premises. Applicant shall maintain kitchen staff, supplies, and equipment necessary for the daily preparation and service of prepared food menu items. Applicant's kitchen facilities will remain open until at least 2 hours prior to closing.

Applicant currently seeks a total occupancy load of 160 occupants, inclusive of 35 patrons on the Summer Garden, and up to an additional 12 seats on the Sidewalk Cafe. However, in no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Hours of Operation; Sales, Service, & Consumption; and Entertainment. Applicant's hours of operation, and alcoholic beverage sales, service, & consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Interior hours of operation, alcoholic beverage sales, service, & consumption, and entertainment:

Sunday through Thursday:	10:00 am – 2:00 am
Friday and Saturday:	10:00 am – 3:00 am

Sidewalk Cafe hours of operation and alcoholic beverage sales, service, and consumption:

Sunday through Thursday:	10:00 am – 12:00 am (Midnight)
Friday and Saturday:	10:00 am – 12:00 am (Midnight)

Summer Garden hours of operation and alcoholic beverage sales, service, and consumption:

Sunday through Thursday:	10:00 am – 11:00 pm
Friday and Saturday:	10:00 am – 12:00 am (Midnight)

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” such as “Extended Holiday Hours Program” and “Daylight Saving Time Extension of Hours,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1st of each year, Applicant may operate and serve alcoholic beverages until 3 am. In addition, Licensee must submit, as required by regulation, any forms or documents to ABRA for a one-day substantial change, and obtain approval for such extended hours or entertainment. These extended hours are for inside the Establishment.

4. Requirements for Operation of the Summer Garden & Sidewalk Café. Applicant shall operate its Summer Garden and Sidewalk Café in a manner that is consistent with the terms and conditions of this Agreement, and shall cause Applicant to maintain the Summer Garden and Sidewalk Café in a clean and orderly manner. Applicant will regularly sweep the area extending from the front door to the curb in the front of the Establishment and shall take reasonable efforts to remove litter and debris from that area, weather permitting. If necessary, Applicant shall also provide a separate disposal receptacle for smoking materials such as cigarettes, and other such supplemental refuse disposal receptacles as may be reasonably required.

5. Refuse Storage and Disposal. Applicant shall comply with 21 DCMR § 704.3-704.5 by utilizing and regularly maintaining one or more adequate in capacity to dispose of all readily grindable food wastes produced. Applicant shall utilize and maintain rodent resistant garbage, grease and trash containers with sufficient capacity to store all grease, refuse, nonrecyclable and recyclable trash (glass, plastic, and metal cans that have been rendered free to organic materials) (collectively “Garbage”).

Applicant agrees to utilize an interior Trash Room within the building envelope (“Interior Trash Room”) with sufficient capacity to store all Garbage, without the need to use any exterior space for this purpose. Applicant shall ensure that the Interior Trash Room complies with all D.C. laws and regulations. Further, Applicant shall install and maintain in functional working order rodent proof sweeps, rodent proof gasket, or other similar material to ensure that there are no gaps between the exterior door or hatch and the door frame used to access the Interior Trash Room. Applicant shall replace the sweeps, gasket or other material in use as they become worn.

Additionally, Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the Interior Trash Room:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect Garbage (“Refuse Collection”) as follows: non-recyclable waste a minimum of 4 (#) days per week and recycling a minimum of 4 (#) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity). Refuse collection vendors shall be guided to collect Garbage directly from the Interior Trash Room.

- b. Refuse Collection from the Premises ("Refuse Collection" shall not occur before 7:00 am or after 10:00 pm.
 - c. All Garbage for Refuse Collection shall be stored exclusively within the Interior Trash Room in appropriate rodent-resistant receptacles designed for that purpose. Any receptacle for restaurant supplies such as linens or kegs will be stored within the Premises, not on the rear alley, nor encroach on the abutting property.
 - d. Applicant will pick up or hose down any garbage, grease and/or recycling spills in the alley immediately behind the Premises caused by Applicant's Garbage receptacles after Refuse Collection. Applicant shall utilize standard industry practices such as solvents and power washing.
 - e. All receptacles used for Garbage shall be maintained in good repair and in safe and sanitary condition.
 - f. No power-washing of the Summer Garden or kitchen exhaust systems shall take place between the hours of 7:00 pm to 9:00 am on weekdays or 7:00 pm to 12:00 pm (noon) on weekends.
 - g. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable, pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.
6. Noise Mitigation. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725. Applicant may play pre-recorded background music in the Summer Garden. However, any speakers or other sound amplification devices installed on the Summer Garden shall be installed on/near xxx and directed towards the rear wall of the Establishment (not toward the alley). Further, Applicant shall limit amplification to a maximum volume and decibel level allowable by D.C. Code §25-725 with additional relief, as necessary and practicable, to reduce and minimize audible disruptions for residents. Such mitigating steps, subject to Applicant's Landlord's approval, may include installation of outdoor sound control absorbing panels or other mitigating techniques. At times when entertainment is offered in the interior of the Establishment, Applicant agrees to keep its doors closed but may open its window panels during such times, provided that the Entertainment is not audible beyond the curbside or on the premises of residential neighbors on the 500 block of 7th Street, SE.
7. Odor & Grease Control. Applicant shall undertake necessary and reasonable efforts to control and mitigate any odor emanating from the Premises by maintaining adequate kitchen exhaust ventilation and filtering system. This system shall be of sufficient design and capacity as to reduce the external emission of any odors and grease particulates arising from food preparation at the Establishment. Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters per manufacturer recommendations or as often as reasonably necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.
8. Pest Control & Sanitation. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the ABC Board. Applicant is encouraged to participate in any coordinated effort with adjacent Establishments to address any rodent issues regardless of the source of such issues. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises.

9. Deliveries & Parking. Applicant shall comply with all District of Columbia laws and regulations governing the delivery of food and restaurant supplies to the Premises. Applicant will encourage all commercial third party vendors to park in designated commercial loading zones during any deliveries, to make deliveries whenever practicable through the front door of the Premises facing 8th Street SE, and not to utilize the alley behind the Premises or the 700 block of E Street SE for these purposes. Applicant shall notify its vendors that parking of delivery trucks in the public alley at the rear of the Premises, is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Further, Applicant will inform its staff that parking personal vehicles in the alley behind the Premises is prohibited by law.

10. Security Cooperation in Stemming Loitering and the Use of Illegal Drugs. Applicant shall take reasonable efforts to discourage loitering in the vicinity of the Premises. Applicant agrees to use its best and reasonable efforts to monitor for and prohibit sales or use of illegal drugs inside or near the Premises, and cooperate with MPD and other investigative officials when known or suspected drug activities occur.

11. Compliance with Agency Regulations. Applicant understands, agrees, and promises that they will comply with all applicable laws and regulations of the District of Columbia. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), and other applicable D.C. Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

12. Notice and Opportunity to Cure. 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. Reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

13. Entire Agreement. This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

14. Counterpart; Facsimile Signature. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by facsimile (or other such electronically transmitted) signature which, for all purposes, shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

DC Ramen, LLC t/a Kaiju Ramen Bar
525 8th Street, SE
Washington, DC 20003
Kam Wong, Managing Member

Signature:  _____

Date: Jul 13, 2021

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Brian Ready, Chairperson

Signature: Brian Ready _____

Date: 07-13-2021