

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

In the Matter of:

OkiGT, LLC
t/a Oki Shoten

Applicant for a New
Retailer's Class CR License

at premises
1614 Wisconsin Avenue, NW
Washington, D.C. 20007

Case No.: 25-PRO-00014
License No.: ABRA-131280
Order No.: 2025-241

OkiGT, LLC, t/a Oki Shoten, Applicant

Chrissie Chang, Council, on behalf of the Applicant

Christopher Matthews, Commissioner, Advisory Neighborhood Commission (ANC) 2E,
Protestant

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

Jacob Press, Abutting Property Owner, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by OkiGT, LLC, t/a Oki Shoten (Applicant), for a New Retailer's Class CR License, was protested by ANC 2E, CAG, and Jacob Press.

The official records of the Board reflect that the Applicant, ANC 2E, CAG, and Jacob Press have entered into a Settlement Agreement (Agreement), dated April 7, 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 Christopher Matthews, on behalf of ANC 2E; Amy Titus, on behalf of CAG; and Jacob Press; are signatories to the Agreement.

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

Accordingly, it is this 23rd day of April 2025, **ORDERED** that:

1. The Application filed by OkiGT, LLC, t/a Oki Shoten, for a New Retailer's Class CR License, located at 1614 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, and Jacob Press in this matter are hereby **WITHDRAWN**;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 modification:

Subsection 6(b) (Service Standards) – The following language shall be removed:
“and Serve Safe.”

The parties have agreed to this modification.

4. 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: ac43cb06c09d5f09e4b730003d1dccc8

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.

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).

This Settlement Agreement ("Agreement") is made on the 7th day of April 2025 by and between OkiGT LLC ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the listed abutting neighbors to the property at 1614 Wisconsin Ave. NW, also referred to collectively as the "Parties".

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage and Cannabis Administration with License Number ABRA--131280 for the issuance of a new Class C Restaurant license (the "License") for the Premises located at 1614 Wisconsin Ave. NW (the "Premises), and

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. Nature of Operations:
 - a. Class C Restaurant
3. Occupancy.
 - a. Inside: 20 with seating
 - b. Summer Garden: 20
 - c. Total Occupancy Load: 42
 - d. For the purposes of occupancy levels, the Applicant's staff will not be counted towards the maximums.
4. Hours of Operation.
 - a. Inside
 - i. Sun. - Thurs.: 10 am - 10 pm
 - ii. Fri - Sat.: 10 am - 2 am
 - b. Summer Garden:
 - i. Sun - Thurs.: 10 am - 10 pm
 - ii. Fri - Sat: 10 am - 11 pm

5. Summer Garden.

- a. No smoking or vaping will be allowed in the Summer Garden by employees or patrons at any time.
- b. Applicant will be allowed to play quiet recorded background music in the Summer Garden. This music will be subject to the same noise restrictions contained in paragraph 7, below. In particular, it will not be audible from the exterior of the surrounding residential properties.
- c. No televisions or other video screens will be permitted in the Summer Garden at any time.

6. Service Standards.

- a. No pitchers of beer or other multi-service containers containing beer will be sold to patrons at any time
- b. All DC alcohol and Serve Safe regulations will be followed.

7. Noise.

- a. No music played inside or other noise, either amplified or not amplified, coming from the inside of the premises or the Summer Garden shall be audible either on the street in front of the premises or from within the surrounding residences.
- b. Applicant is prohibited from staging live entertainment Sunday through Thursday.
- c. Indoor live entertainment will be allowed Friday and Saturday from 6 PM to 9 PM.
- d. The live entertainment will consist of small acoustic ensembles or occasional DJ set. The sound will be set at a level to allow conversation within the restaurant.
- e. The sound from the live entertainment will not be audible from the residential properties along 33rd St. NW.

8. Business.

- a. No promoters will conduct business on the premises.
- b. Cover charges will never be collected to enter the premises or partake in the Applicant's offerings.

9. Trash Pick-up and Removal

- a. Trash pick-up will occur one time per day, six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather.
- b. Applicant will store trash in closed containers located in the Summer Garden.

- c. Applicant shall store all trash and recycling in rodent-resistant receptacles capable of being sealed with tight-fitting lids. Applicant shall assign a staff member to inspect the area where trash is being stored to ensure that the lids are tightly closed and the area around the receptacles is clean at the end of operations.
- d. Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside the establishment the least amount of time as feasibly possible.
- e. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am.
- f. Trash shall not be scheduled for pick-up between the hours of 10pm and 7am.
- g. The public space in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicants staff at least once a day when the business is operating.
- h. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness,
- i. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.
- j. Applicant will permit the Georgetown BID vermin abatement program to provide supplemental vermin and pest control for the Premises upon reasonable notice to the Applicant.

10. Public Complaint Log.

- a. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

11. Signed Acknowledgement by Staff and Management

Upon employment, each member of the Applicant's staff (including the manager) will review a copy of this Settlement Agreement and sign a form acknowledging that they have read and agreed to abide by this Settlement Agreement. These forms will be

maintained the length of the employee's employment.

12. Point of Contact.

At all times at least one member of the Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighbors. This Point Person shall understand the terms of this Agreement; be empowered to act at all times to enforce the terms set forth herein; and will contact Applicant's owner(s) as the situation necessitates. All neighbors reserve the right to call the police if they deem it necessary.

13. Notice & Opportunity to Cure

In the event that any of these parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure. Reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within a ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence to and diligently pursue to cure within ten (10) days), or repeatedly breaches this agreement, such failure and/or repetition shall constitute a cause for filing a complaint with the ABC Board.

14. Binding Settlement.

- a. This agreement shall be binding upon and enforceable against the Licensee and any successors of the Applicant.

In consideration of the agreements set forth above, ANC2E, and the abutting neighbors shall, upon approval of this agreement by the Alcoholic Beverage and Cannabis Administration, agree to withdraw their current Protest to the application for a new License at the Premises. Future failure of the Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitions, however, Protestants shall notify the Applicant of any perceived violations and afford the Applicant at least ten (10) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the Parties.

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

Applicant:
OkIGT LLC

By Laddawan Boon-long
Owner
Laddawan Boon-long

Protestants:
Advisory Neighborhood Commission 2E

By Christopher Mathews
Christopher Mathews ANC2E02

Abutting Neighbors

By Jacob Press
Jacob Press

Citizens Association of Georgetown

By Amy Titus
Amy Titus, President