

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

**In the Matter of:**

Yummi Crawfish & Seafood Restaurant,  
LLC t/a Yummi Crawfish

Applicant for a New  
Retailer's Class CR License

at premises  
1529 Wisconsin Avenue, N.W.  
Washington, D.C. 20007

Case No. 14-PRO-00065  
License No. ABRA-096169  
Order No. 2014-472

Yummi Crawfish & Seafood Restaurant, LLC t/a Yummi Crawfish (Applicant)

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Pamla Moore, on behalf of the Citizen's Association of Georgetown

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF  
PROTESTS OF ANC 2E AND THE CITIZEN'S ASSOCIATION OF GEORGETOWN**

The Application filed by Yummi Crawfish & Seafood Restaurant, LLC t/a Yummi Crawfish, for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 29, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and the Citizen's Association of Georgetown (CAG) have entered into a Settlement Agreement (Agreement), dated November 3, 2014, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Pamla Moore, on behalf of CAG; are signatories to the Agreement.

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

Accordingly, it is this 13<sup>th</sup> day of November, 2014, **ORDERED** that:

1. The Application filed by Yummi Crawfish & Seafood Restaurant, LLC t/a Yummi Crawfish for a new Retailer's Class CR License, located at 1529 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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:

Clause 4 – The following language shall be removed: “It is the intent of the foregoing provisions of this Section 4 that the Summer Garden not be used for “bar” or “party” purposes.”

The parties have agreed to this modification.

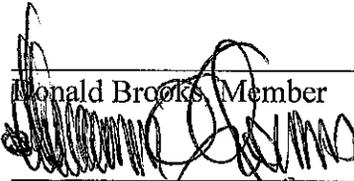
4. Copies of this Order shall be sent to the Applicant, ANC 2E, and Pamla Moore, on behalf of CAG.

District of Columbia  
Alcoholic Beverage Control Board

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Ruthanne Miller, Chairperson



\_\_\_\_\_  
Nick Alberti, Member

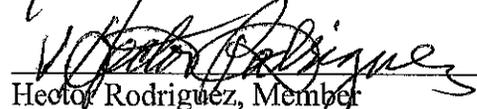


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Donald Brooks, Member

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Herman Jones, Member

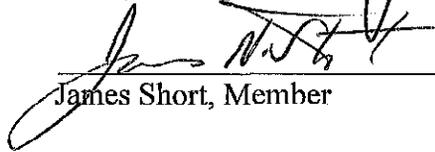


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Mike Silverstein, Member



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Hector Rodriguez, Member

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James Short, Member



Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

## ABC SETTLEMENT AGREEMENT

THIS ABC SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 3<sup>rd</sup> day of ~~October~~<sup>November</sup> and among Yummi Crawfish and Seafood Restaurant, LLC, ("Applicant"), Advisory Neighborhood Commission 2E ("ANC 2E"), and the Citizen's Association of Georgetown. ANC 2E and the Citizen's Association of Georgetown are hereinafter referred to collectively as the "Protestants."

### RECITALS

WHEREAS, the Applicant has applied to the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a Class "CR" restaurant alcoholic beverage license as defined in D.C. Code § 25-101(43) for the property located at 1529 Wisconsin Avenue, N.W. in the Georgetown Historic District (the "Establishment");

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, CAG represents residents within Georgetown and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, the parties desire to enter into a Settlement Agreement commemorating certain understandings regarding the Applicant's operational plans for the Establishment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Music and Noise Mitigation. Noise from inside the establishment shall not be audible beyond the boundaries of the property line per ABRA regulations at any hour. Exterior windows and doors of the Establishment shall be closed when any music is played inside, except as necessary for ingress and egress.
3. Interior Hours of Operation. The Applicant shall not exceed the following hours of operation for interior of the Establishment:

Interior: Sunday –Thursday: 9 a.m. to 10:00 p.m.

Friday –Saturday: 9 a.m. to 11:00 p.m.

All patrons must vacate the interior of the Establishment by the closing times noted above.

4. Summer Garden. Subject to the following provisions of this Section 4, Applicant may operate a Summer Garden in the open area in the rear of the premises:

Seating on the Summer Garden shall be limited to 26 persons, or such lesser number as may be approved on Applicant's duly-issued Certificate of Occupancy.

Hours of occupancy of the Summer Garden shall be limited to:– Monday -

Wednesday: 9 a.m. to 8:00 p.m.

Thursday – Sunday: 9:00 a.m. to 9:00 p.m.

All patrons must vacate the Summer Garden by the closing times noted above. No patron shall be served or accommodated in the Summer Garden while standing. Seating in the Summer Garden shall be limited to dining patrons. No music (recorded or live) shall be presented on the Summer Garden. It is the intent of the foregoing provisions of this Section 4 that the Summer Garden not be used for "bar" or "party" purposes.

5. No Promoters. The Applicant shall not cede control of access to the Establishment to any promoter or other third party.
6. Trash and Vermin: A trash management plan must be implemented to include 5-7 times per week pick up. Noise from trash management, including outdoor disposal of glass bottles, cannot be made after 11:00pm or before 7:00 am. The trash containers must be secured from rodents and other vermin, and shall not be stored within view of abutting residential structures or along any property line that abuts residential uses, so as to eliminate food odors or problems with infestation.
7. Lights: Outdoor lights shall be no higher than the permitted fence height (7 ft) and shall be low wattage and hooded or otherwise covered to not shine into residences. Similarly, such lights shall not be illuminated when the establishment is not in use.
8. Community Cooperation. The parties to this Agreement agree to work together to resolve matters of community concern relating to the Establishment. To this end, the parties agree that each will notify the other as soon as reasonably possible of any complaint about the Establishment and attempt a cooperative resolution of such complaint. Notwithstanding the foregoing, nothing herein shall preclude the ANC,

CAG or any resident from contacting an ABRA enforcement official or the District of Columbia police to promptly report a complaint concerning the Establishment at any stage of the violation.

9. Compliance and Notices.

5.1 Applicant shall provide a direct telephone number to the manager on duty to report any violations of this Agreement.

5.2 Notices under this Agreement shall be in writing and mailed by certified mail (or similar service including FedEx or UPS), return receipt requested, postage prepaid, hand delivery, or emailed to the other parties. Notice is to be given as follows:

If to Applicant:

Yummi Crawfish and Restaurant LLC  
Attn: My Bui  
1529 Wisconsin Avenue NW  
Washington, DC 20007

If to ANC 2E:

ANC 2E  
Ron Lewis, Chairperson  
3265 S Street, NW  
Washington, DC 20007  
[Ron.Lewis@anc.dc.gov](mailto:Ron.Lewis@anc.dc.gov)

If to Citizens Association of Georgetown:  
Citizens Association of Georgetown  
1365 Wisconsin Avenue NW  
Washington DC 20007  
XX@XX

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.
7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Construction. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

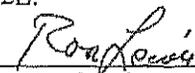
APPLICANT:  
Yummi Crawfish & Restaurant, LLC

By:   
My Bui, Managing Member

Date Signed: 11/03/14

PROTESTANTS:

ANC 2E:

By:   
Ron Lewis, Chairperson, ANC 2E

Date Signed: 11/3/14

Citizens Associations of Georgetown

By: ~~Paula H Moore~~

Date Signed: 11-3-2014