

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

In the Matter of:

WTS Management, LLC
t/a Yaju Ramen

Applicant for a Transfer of a
Retailer's Class CT License

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

License No.: ABRA-116047
Order No.: 2020-135

WTS Management, LLC, t/a Yaju Ramen, Applicant

Chander Jayaraman, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that WTS Management, LLC, t/a Yaju Ramen, Applicant for a transfer of the Retailer's Class CT License and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 3, 2019, 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 Chander Jayaraman, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 4th day of March, 2020, **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 3 (Hours of Operation; Sales, Service, & Consumption; and Entertainment) – The following language shall be removed: “(1) “...Daylight Saving Time Extension of Hours.”


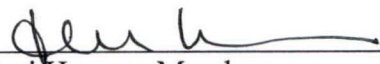
The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between previous license holders and ANC 6B; and
3. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson


James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, 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 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, 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

WTS RESTAURANT MANAGEMENT LLC d/b/a YAJU RAMEN

Pursuant to this Settlement Agreement, ("Agreement"), by and between WTS Restaurant Management LLC d/b/a Yaju Ramen ("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-109404) ("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 adequate 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 Café 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 – 1:00 am

Summer Garden 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 – 1:00 am

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 in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may operate and serve alcoholic beverages until 3:00 am. In addition, the Licensee must submit, as required by regulation, any forms or documents to ABRA for a one-day substantial change, and gain 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 & Sidewalk Café in a manner that is consistent with the terms and conditions of this Agreement or its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Summer Garden & Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises (excepting trash and recycling receptacles for use by patrons). Applicant shall cause the area extending from the front door to the curb in the front of the Establishment to be regularly swept and shall remove litter and debris on the ground as frequently as necessary, weather permitting. If necessary, Applicant shall also provide a separate receptacle for extinguishing and disposing of smoking materials, 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 food waste (garbage) grinder(s) 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 shall design, construct, maintain, and exclusively utilize an enclosed trash storage room in the existing rear yard of the Premises to store all grease, non-grindable garbage, non-recyclable waste, recyclable trash, and dirty linens without the need to use any exterior space for this purpose. The enclosed trash room need not be abutting or physically connected to the establishment. Applicant shall maintain the exterior doors to the trash room in a closed and secured position except as reasonably required for regularly-scheduled garbage, recyclable, and grease pick up by third-party vendors. 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 enclosed trash storage 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 trash storage room:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste a minimum of four (4) days per week and recycling a minimum of four (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 refuse and recycling directly from the enclosed trash storage room.
 - b. Applicant will make reasonable efforts to ensure that timely waste disposal is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 am or after 10:00 pm. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 pm or before 7:00 am.
 - c. All garbage shall be stored in the trash room and disposed of in sealed bags that are placed in appropriate rodent-resistant receptacles capable of being sealed with tight fitting lids and otherwise designed for that purpose. No garbage or recyclables may be placed in trash receptacles in any manner that would prevent the full closure of the receptacles. Applicant shall store all dirty linens within the trash room in a receptacle designed for that purpose and which can be closed completely.
 - d. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
 - e. Applicant will daily check the full area around the trash receptacles in the trash room and the immediate alley area behind the trash room. Applicant shall pick up any debris or hose down liquid waste left behind after garbage, grease or recycling receptacles have been emptied. Applicant shall make reasonable efforts to limit the amount of food waste or grease washed into the alley and shall pick up any food debris from the washing of the trash room. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to the establishment's closing.
 - f. Any receptacle for restaurant supplies such as linens or kegs will be placed on the Premises (including the inside or in exterior trash room), not on the rear alley, nor encroach on the abutting property. Such receptacles shall be situated so that they do not limit access to the establishment's rear egress doors or prevent the full opening of the doors into the rear Summer Garden.
 - g. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
 - h. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, no power-washing shall take place between the hours of 7:00 pm and 9:00 am on weekdays or 7:00 pm and 12:00 pm (noon) on weekends.
 - i. 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 agency.
6. Noise Mitigation. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning

classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). 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 or near the exterior trash storage room 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 under the sections listed above with additional relief, as necessary and practicable, to reduce and minimize audible disruptions for residents. Such mitigating steps 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 Board. Applicant is encouraged to join 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, pallets of materials, or other consumable goods of any type outside the Premises.

9. Deliveries & Parking. Applicant will 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. In no event will Applicant encourage or permit commercial third party vendors to park a delivery truck in the public alley at the rear of the Premises or in the 700 block of E Street, SE between the hours of 10:00 pm and 7:00 am. Applicant will notify commercial delivery vendors about the above prohibition and will request that any third party vendor deliveries of food, beverage, and supplies (other than linen and deliveries of heavy or bulk items or material that may cause wear and tear or damage to the seating areas of the Premises or pose increased risk or injury to person or property if delivered through the front rather than the alley) and use and access the Premises from 8th Street, SE. Further, Applicant will inform all employees and 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 take reasonable efforts to discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

11. Compliance with Agency Regulations. Applicant understands, agrees, and promises that they will maintain compliance with all applicable laws and regulations of the District of Columbia at. 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, 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.

[signatures on following page]

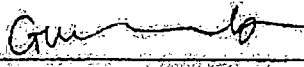
Settlement Agreement

ANC 6B

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

Applicant:

WTS Restaurant Management LLC t/a Yaju Ramen
585 8th Street, SE
Washington, DC 20003
Zhihui Guo, Managing Member

Signature: 

Date: 12-2-2019

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Chander Jayaraman, Chairperson

Signature: 

Date: 12-3-2019