

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

In the Matter of:

Kyojin Restaurant Group, LLC
t/a Kyojin Sushi

Application for a New
Retailer's Class CR License

at premises
3315 Cady's Alley, NW, Unit B
Washington, D.C. 20007

License No.: ABRA-123635

Order No.: 2023-110

Kyojin Restaurant Group, LLC, t/a Kyojin Sushi, Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Tara Sakraida Parker, President, The Citizens Association of Georgetown (CAG)

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 Kyojin Restaurant Group, LLC, t/a Kyojin Sushi (Applicant), Applicant for a New Retailer's Class CR License, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated February 13, 2023, 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 Mimsy Lindner, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 8th day of March 2023, **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; and
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com
Donovan Anderson
Key: ac43c1a6c220d5f0e4b730603d10cc8

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 5470c3733023eac8d1b3320d2846e7

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 259c3f6cd0e149c7f4b75bd7817d20d

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 8272031c50944743c15c19c2a11807

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward Grandis, Member
Key: 5027bdc778f0040ec14adeb52541ce5

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 TERMS

This Settlement Agreement (Agreement") is made on 13TH day of FEB 2023 by and between KYOJIN Restaurant Group, LLC; Trade Name, KYOJIN SUSHI (The "Applicant") with Advisory Neighborhood Commission 2E (ANC2E) and The Citizens Association of Georgetown (CAG), also referred to collectively as the "Parties".

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration with License Number for ABRA 123635 the issuance of a new Class "C" License (the "License") for the premises located at 3315 Cady's Alley, NW, Suite B ("the Premises"), and

Whereas the Parties wish to enter into a Settlement Agreement pursuant to DC Official Code sec. 25-446 to address concerns related to peace, order, 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

- a. The recitals set forth above are incorporated herein by reference.

2) NATURE OF OPERATIONS

Class "C" Restaurant

3) OCCUPANCY

- a) Inside: Maximum allowed by Certificate of Occupancy
- b) Summer Garden: NA

4) HOURS OF OPERATION

- a) Inside Dining room:
 - i. Sunday- Thursday 11:00 am – 2:00 am
 - ii. Friday – Saturday 11:00 am - 3:00 am
- b) Summer Garden: NA
- c) Sidewalk Café: NA
- d) Exceptions to the standard operating hours shall be granted for:

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- i. In the even the Council of the District of Columbia of the ABC Board grants licensees in general extended operating hours for specific occasions, such as inauguration, Applicant may avail itself of such extended hours.
- ii. January 1 or each year Applicant may operate for one additional hour or other special events.

5) NOISE

- a) No music played inside or other noise, either amplified or not amplified, coming from inside the Premises shall be audible either on the street or in the surrounding residences.
- b) The backdoors of the Premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the Premises.

6) PATRONS AND EMPLOYEES

- a) Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises.
- b) Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises.
- c) Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises including the establishment will not create a line to enter the restaurant by using the public sidewalks.

7) 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 Applicants offerings.
- c) Alcohol sales will end 30 minutes prior to the closing "last call".
However, patrons may remain on the Premises until the end of Hours of Operation

8) DELIVERIES

- a) Applicant shall request to its vendors that they make ALL deliveries from a legally parked vehicle, entering establishment from Cady's Alley with no double parking to load or unload.
- b) Applicant will work to expedite the loading and unloading of deliveries from vendors in Cady's Alley throughout the day.

9) TRASH PICK UP/REMOVAL AND SNOW REMOVAL

- a) Trash pick-up and snow removal is responsibility of Applicant and/or Building Manager/Landlord
- b) Trash will be stored in rodent protected designed trash cans. Trash will be stored in the basement of the building until pick up.
- c) Applicant employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8:00 pm- 8:00 am.
- d) The public space in front of the Premises is to be always kept tidy and litter free.
- e) Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness.
- f) Applicant, or Applicant in agreement with Landlord 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.

10) PUBLIC COMPLAINT LOG

- a) The Establishments website will prominently feature the name and contact (including email and phone) information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log of 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.

- b) 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, and contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or Establishment.
- c) Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the Applicant shall make the complaint log available to the Board for inspection and copying reasonable advance request
- d) Applicant shall make the complaint log available to the Board for inspection upon reasonable advance request.

11) INGRESS and EGRESS

- a) All patrons shall use the designated Cady's Alley entrance as the ingress and egress. This "courtyard" entrance will be considered the official entrance.

12) BINDING SETTLEMENT

- a) The agreement shall be binding upon and enforceable against the license and any successors of the Applicant.

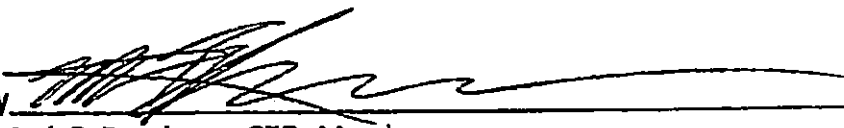
In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcohol Beverage Regulation Administration, *Control Board,* agree not to protest the application for a new license at the Premises. Future *shall withdraw the protest of the application* failure 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 petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford 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.

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

KYOJIN RESTAURANT GROUP, LLC
3315 Cady's Alley
Washington DC. 20007

By 
Mark S. Boudreau, CFO, Member

ADVISORY NEIGHBORHOOD COMMISSION 2E

By  2/14/2023
Mimsy Lindner, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By 
Tara Sakraida, President of CAG