

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

In the Matter of:

Caspian Crust, LLC
t/a Caspian Crust

Applicant for a New
Retailer's Class DR License

at premises
1826 Wisconsin Avenue, NW
Washington, DC 20007

Case No.: 26-PRO-00012
License No.: ABRA-134033
Order No.: 2026-277

Caspian Crust, LLC, t/a Caspian Crust, Applicant

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

Amy Titus, President, Citizens Association of Georgetown, CAG

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 ANC 2E'S PROTEST**

The Application filed by Caspian Crust, LLC, t/a Caspian Crust (Applicant), for a New Retailer's Class DR License, was Protested by ANC 2E.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated January 13, 2026, 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 Mathews, on behalf of ANC 2E; and Amy Titus, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 18th day of March 2026, **ORDERED** that:

1. The Application filed by Caspian Crust, LLC, t/a Caspian Crust, for a New Retailer's Class DR License, located at 1826 Wisconsin Avenue, NW, Washington, DC, is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDoc.com

Key: ac43cb06b0d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

In addition to filing a Motion for Reconsideration, pursuant to § 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, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that 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).

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

This Settlement Agreement ("Agreement") is made on the 13th day of January 2026 by and between Caspian Crust LLC ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the Citizens Association of Georgetown (CAG) also referred to collectively as the "Parties".

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage and Cannabis Administration with License Number ABRA--134033 for the issuance of a new Class D Restaurant license (the "License") for the Premises located at 1826 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

- A. Applicant ~~intends to operate a small neighborhood coffee shop & bakery and~~ has applied to the Alcoholic Beverage and Cannabis Administration (ABCA) for a Class D – Restaurant license for the Premises.
- B. To prevent potential adverse community impacts, the Parties agree that the conditions below shall be incorporated into the license by ABC Board Order.

2. Nature of Operations ~~(Coffee Shop & Bakery)~~

- 2.1 Applicant ~~shall operate primarily as a coffee shop with a small operating kitchen and deli service, including light hot and cold food offerings (such as small plates, tapas style items, and charcuterie and cheese boards), during all hours of alcoholic beverage service.~~
- 2.2 ~~In connection with beer and wine service, we intend to offer light food items (including charcuterie and cheese).~~ From time to time, we may also host small, seated, chef-led tastings or educational pairing events, all within approved hours, with no amplified sound, DJs, dancing, or promoter-driven activity.
- 2.3 Alcohol service is limited to beer and wine; no spirits and no frozen/high-ABV premixed cocktails.

~~2.4 Core business model: coffee program + deli case + made-to-order sandwiches, salads, paninis, and pastries; seated, family-friendly café ambiance; no tavern/bar orientation.~~

2.5 No off-premises alcohol sales or delivery; alcohol is on-premises consumption only in glassware or manufacturer's container as allowed by law.

3. Endorsements & Prohibited Activities

3.1 No Entertainment Endorsement (no amplified entertainment, DJs, karaoke, dancing, cover charges, or promoter-driven events).

3.2 No cover charge, no age-restricted nights, no bottle service.

4. Hours of Operation & Alcohol Service

Indoor – Hours of Operation (patron presence):

- Sun–i–Sat: 7:00 a.m. – 9:00 p.m.

Indoor – Alcohol Sales/Service/Consumption:

- Sun—Sat: 8:00 a.m. – 8:30 p.m.

Outdoor (Sidewalk Café / Summer Garden):

- Sun - Sat: 7:00 a.m. – 9:00 p.m
- Alcoholic beverage service hours: Sun - Sat: 8:00 a.m. – 8:30 p.m
- No amplified sound outdoors; background-only, inaudible beyond property line.
- Doors/windows remain closed whenever music plays indoors.

5. Capacity & Floor Plan

5.1 No sidewalk queuing; staff manage third-party delivery driver staging to avoid obstruction.

6. Noise & Sound Mitigation

6.1 Full compliance with District noise limits; no subwoofers; no speakers outdoors.

6.2 Clear exit signage: "Please respect our neighbors — keep voices down."

6.3 Doors/windows not propped open when music is playing.

7. Trash Pick-up and Removal

7.1. Trash pick-up will occur three times per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather.

7.2. 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. At no time will trash be permitted to overflow the containers. Trash pick-up frequency will be adjusted by the applicant to prevent any trash overflowing.

7.3. 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.

7.4. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am.

7.5. Trash shall not be scheduled for pick-up between the hours of 10pm and 7am.

7.6 The public space in front and behind 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.

7.7. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness,

7.8. 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.

7.9 In the event an increase in rodent activity is observed in the proximity of the applicant's premises, upon notice to the applicant, it shall increase the frequency and intensity of the rat abatement as necessary to reduce the increase.

7.10. 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.

8. Public Space & Litter Control

8.1 Staff will remove litter/debris from sidewalk/curb within 50 feet at opening, mid-day, and close.

8.2 Sidewalk café (if any) maintains clear DDOT-required pedestrian aisles.

9. Smoking/Vaping

- 9.1 No smoking/vaping on patios or within 25 feet of entrances or outdoor seating.
- 9.2 Staff remove cigarette litter and discourage loitering.

10. Security, Cameras & Incident Log

- 10.1 A DC-approved ABC Manager on duty whenever alcohol is sold/served/consumed.
- 10.2 CCTV covering entries/exits, POS, and any patio; footage retained ≥ 15 days and provided to MPD/ABCA within 48 hours upon lawful request.
- 10.3 Maintain an Incident Log (ID refusals, disturbances, MPD calls, complaints, injuries), ~~available to ANC/CAG upon request.~~

11. Age Verification & Responsible Service

- 11.1 100% ID check for anyone appearing under 30; government-issued photo ID only.
- 11.2 All alcohol-service staff complete TIPS (or equivalent) before independent service; annual refresher required.

12. Community Liaison & Complaint Resolution

- 12.1 Applicant designates a Community Liaison (name, mobile, email) posted at entrance and shared with ANC 2E/CAG.
- 12.2 Written complaints acknowledged within 24 hours and cured within 10 business days where feasible (trash/cleanliness in 48 hours).
- 12.3 Applicant will meet in good faith with ANC/CAG upon reasonable request.

13. Modifications, Transfers & Successors

- 13.1 This Agreement runs with the license and binds successors/assigns; any transferee shall adopt it in writing as a condition of transfer.
- 13.2 Any modification/termination requires ABC Board approval after notice to ANC 2E/CAG.

14. Compliance & Enforcement

14.1 Violation of this Agreement constitutes grounds for ABCA/ABC Board action consistent with District law.

14.2 Where law/regulation and this Agreement conflict, the more restrictive term controls.

15. On-Site Availability

15.1 A copy of this Agreement will be kept on the Premises and made available to ABCA inspectors upon request.

16. Entire Agreement & Effective Date

16.1 This is the entire agreement concerning alcoholic beverage operations at the Premises.

16.2 Effective upon issuance of an ABC Board Order approving and incorporating it into the license.

16.3 May be executed in counterparts and by electronic signatures

17. Notice & Opportunity to Cure

17.1 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.

In consideration of the agreements set forth above, ANC2E shall upon approval of this agreement by the Alcoholic Beverage and Cannabis Administration, agree to withdraw its 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:

Caspian Crust LLC

By  _____

Cesur Sular,, Owner

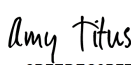
Protestants:

Advisory Neighborhood Commission 2E



By _____

Christopher Mathews ANC2E02

Signed by:
By  _____
2D7EDE09B77F42E...

Amy Titus

President

Citizens Association of Georgetown