

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

)	
In the Matter of:)
)
Baku Caviar USA Boutique, LLC)
t/a Baku Caviar USA Boutique)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
1855 Wisconsin Avenue, NW)
Washington, D.C. 20007)
)

Case No.: 25-PRO-00002
License No.: ABRA-129836
Order No.: 2025-072

Baku Caviar USA Boutique, LLC, t/a Baku Caviar USA Boutique, Applicant

Gregory Lee, Counsel, on behalf of the Applicant

Daniel Chao, Commissioner Advisory Neighborhood Commission (ANC) 2E, Protestant

Paul K. Williams, President, Citizens Association of Georgetown (CAG), 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 Baku Caviar USA Boutique, LLC, t/a Baku Caviar USA Boutique (Applicant), for a New Retailer’s Class CT License, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 3, 2025, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated January 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 Daniel Chao, on behalf of ANC 2E; and Paul K. Williams, 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 5th day of February 2025, **ORDERED** that:

1. The Application filed by Baku Caviar USA Boutique, LLC, t/a Baku Caviar USA Boutique, for a New Retailer's Class CT License, located at 1855 Wisconsin Avenue, NW, 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 The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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; and
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: ac430b06c9d5f0e4b790003d1dccc8

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, 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 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).

SETILEMENT AGREEMENT

THIS SETILEMENT AGREEMENT (“Agreement”) is made this day of January 7th, 2025, by and between Baku Caviar USA Boutique, LLC (“Applicant”), Advisory Neighborhood Commission 2E (“ANC”), and the Citizens Association of Georgetown, (collectively the “Parties”).

Whereas, Applicant has applied for a Retailer’s Class C Tavern license to be located at 1855 Wisconsin Avenue NW, Unit F, Washington, DC 20007 (the “Premises”);

Whereas, In reference to the application submitted by Baku Caviar for the Retailer’s Class “C” Restaurant or Tavern License, the applicant wishes to clarify the purpose and intent behind this request. The liquor license is being sought to offer customers and the community the opportunity to participate in caviar tastings, the store’s specialty, paired with select liquors and wines. These pairings will occur in an environment that is refined, distinguished, and intellectually enriching, allowing the business to impart knowledge about caviar and provide technical insights regarding the liquors and wines served.

These tasting sessions will take place in the establishment, which is appropriately designed to offer such gastronomic experiences.

Patrons will have the unique opportunity to pair fine Bourbon, select Rums from Latin America, exquisite sparkling wines from California, South America, and Europe, with the best caviar selection from the Azerbaijan, Caspian Sea.

It is crucial to emphasize that the establishment will not function as a bar or pub and will continue to operate as a specialized caviar store, offering comprehensive experience of caviar, wines, and liquors.

Whereas the parties desire to enter into an Agreement whereby the Applicant will agree to adopt certain measures to address concerns of ANC 2E to include this Agreement as a formal condition of its application. ANC 2E will agree to the approval of such license provided that this Agreement is incorporated into the Board’s order approving such application.

Whereas

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

- Occupancy
 - The occupancy of the interior of premises shall not exceed the fire code limit currently at 10.

- Hours of Operation.

- The Hours of Operation and Hours of Alcoholic Beverage Sales and Consumption at the establishment shall be:
 - Sunday - Thursday – 10:00 am - 8:00 pm
 - Friday – Saturday 10:00 am – 10:00 pm
 - During DC recognized holidays and contracted events hours for Alcoholic Beverage Sales and Consumption shall be extended by up to 2 hours.

- NOISE:

- No loud music played inside the Premises nor noise emanating from the Premises shall be audible outside the premises except when doors are open to provide access and egress.
- There shall be no dumping of bottles and cans outside the premises from 9:00pm to 8:00am.

- Trash and Public Space:

- Applicant shall have commercial trash removal services a minimum of 2 times per week provided by the landlord.
- Applicant shall place all trash in rodent proof-preventive containers.
- The applicant shall take steps to ensure that no part of the premises harbors rats or other vermin.
- The public space adjacent to and in front of the premises is to be always kept tidy, and litter is to be removed by the Applicant's staff regularly.

Patrons and Employees.

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;

Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises;

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 store by using the public

sidewalks, rather the establishment will use an on-line reservation system that notifies customers when space is available.

Business.

No promoters will conduct business on the Premises;

Cover charges will never be collected to enter the Premises or partake in the Applicants offerings, with the exception of previously announced ticketed, special events; these events will not be more than two times per month.

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.

Deliveries.

- a. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.

- Monitoring and Manner of Service: Applicant shall not overserve.
- Rodent Mitigation Services: Applicant shall contract with a professional, licensed pest control company for service a minimum of twice per month and will maintain a log on site for treatment and inspections from the provider.
- Notice and Opportunity to Cure. In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursue such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant:

BAKU Info Here:

Address:

Attn: Gregory Lee

e-mail:

Phone:

If to ANC:

Advisory Neighborhood Commission 2E
P.O. Box 77876
Washington, DC 20013-7787
Attn: Daniel Chao Commissioner 2E07
Phone: 202-689-9745
e-mail: 2e07@anc.dc.gov

If to Citizens Association of Georgetown (CAG)
Citizens Association of Georgetown
1058 30th Street NW
Washington DC 20007
Phone: 202-337-7313
Email: cagmail@cagtown.org

8. Protest withdrawn. Upon execution of this Agreement by the Parties, the ANC and CAG shall withdraw its protests of the Applicant's pending license application.

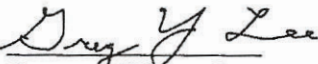
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC 2E:



Daniel Chao, Commissioner 2E07

APPLICANT: Baku Caviar USA Boutique, LLC



Gregory Y. Lee, Esq

Citizens Association of Georgetown



Paul Williams, President