

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

In the Matter of:

KS Management, LLC
t/a MacArthur Blvd.
(Exotic Fine Wine & Spirits)

Retailer Class A License

at premises

4418 MacArthur Blvd., NW
Washington, DC 20007

License No.: ABRA-135430

Order No.: 2026-693

BEFORE:

Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member
James Turner, Member

PARTIES:

KS Management, LLC t/a MacArthur Blvd., Applicant

Bernie Horn, Advisory Neighborhood Commission (ANC) Representative,
ANC 3D

ORDER ON SETTLEMENT AGREEMENT

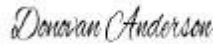
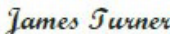
The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the parties identified above have entered into a Settlement Agreement (Agreement), dated July 29, 2026, that governs the operations of the Applicant's establishment¹. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Accordingly, on this 2nd day of September 2026, it is **ORDERED** that:

1. The Settlement Agreement attached to this Order and 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 modifications. Insert the following sentence at the end of paragraph 2:

¹ The Board approved a trade name change for the establishment, which is Exotic Fine Wine and Spirits.

Nothing in this agreement shall prevent the licensee from changing its license class and complying with the terms and conditions of all licenses, permits, and endorsements issued by the Board.

2. A Copy of this Order shall be sent to the Parties.

OFFICIAL VOTE OF THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD		
Board Members	Decision	Signature
Donovan Anderson (Chairperson)	Approve	
Silas Grant, Jr.	Not Present	
Teri Janine Quinne	Approve	
Ryan Jones	Approve	
David Meadows	Approve	
James Turner	Approve	
Additional Comments: N/A		

NOTICE

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 NE, Suite 4200-B, Washington, DC 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 29th day of July by and between Exotic Fine Wines & Spirits ("Applicant"), and Advisory Neighborhood Commission ("ANC 3D"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for Class A liquor retail ABC License #135430 with Alcohol Carryout & Delivery Endorsement for a business establishment ("Establishment") located at 4418 MacArthur Boulevard, NW, Washington, DC ("Premises"); and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to DC Code §25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood; (ii) pedestrian safety and vehicular traffic; and (iii) the property values of residential properties in the immediate surrounding neighborhood.

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.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant shall manage and operate a retail liquor store at 4418 MacArthur Boulevard, NW. Any change to this model shall be of great concern to the ANC 3D which they may bring to the ABC Board's ("Board") attention. Any substantial change in operations requires prior Board approval.
3. **Hours of Operations and Alcohol Sales.** The Applicant's hours of operation and for selling alcohol shall be as follows:
 - Monday to Saturday, 10:00 AM to 9:00 PM
 - Sunday, 12:00 PM to 8:00 PM

Provided that on days designated by the ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided.

4. **Delivery.** Applicant intends to sell alcohol in part by home delivery. If the order is being delivered by an employee of Applicant, said employee shall be at least 18 years old and will deliver only to persons 21 years or older. Applicant may also use third-party delivery services licensed by Alcoholic Beverage and Cannabis Administration ("ABCA") to fulfill such orders Applicant shall make reasonable efforts to compel third-party delivery services to adhere to age requirements as well as the Parking Arrangements discussed in Section 6. Applicant shall make reasonable efforts to ensure that a third-party deliverer checks IDs for an alcohol delivery.

5. **Vendor deliveries.** It is a principal concern of ANC 3D that the Applicant's operation of the Establishment does not create or exacerbate parking problems or impede or endanger pedestrian, bicycle, or vehicle traffic. To that end,
 - a. All refuse and recycling pick-ups and vendor deliveries shall be made between 10:00 AM and 4:00 PM, Monday thru Friday, and 9:00 AM and 6:00 PM on Saturdays. No deliveries (excluding deliveries to customers) or pickups shall occur on Sundays.
 - b. All vendor deliveries shall take place from MacArthur Blvd. Only. At no time may delivery trucks enter or block traffic to Lingam Rd NW.
6. **Parking Arrangements.** Applicant shall encourage its management and employees to park legally at all times and in compliance with the posted parking regulations of the District of Columbia. Applicant shall make reasonable efforts (e.g., on Applicant's website and on-site signage) to inform patrons of legal parking options. Applicant shall not knowingly accept deliveries from nor provide any items for delivery to an illegally stopped or parked vehicle.
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any premises other than the licensed establishment. Applicant shall take reasonable, necessary measures to discourage loitering in the vicinity of the Premises.
8. **Preventing underage sales.** To prevent sales to underage patrons:
 - a. Applicant shall post warning signs that state it is illegal for anyone under the legal age to purchase alcohol and tobacco products. The sign will be visible to the public.
 - b. Applicant shall request that everyone that appears to be under the age of 30 to show proper identification when purchasing alcohol.
 - c. Applicant shall ensure that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of tobacco and alcoholic beverages in any form. Applicant shall train employees to detect fake IDs and verify age, refusing sales if the ID is expired, altered or appears fake.
 - d. Applicant shall install and properly maintain an Identification check device at the cashier and scan driver's licenses or other government-issued IDs.
 - e. Applicant shall make every effort to identify and deter shoulder tapping and other unlawful third-party alcohol purchases, including but not limited to ongoing employee training, posting of conspicuous anti-shoulder-tapping signage at the point of sale and entrance, and refusal of sale when a proxy purchase is reasonably suspected.
 - f. Applicant shall, at all times, require those under the age of 21 to be accompanied by a parent or guardian in order to enter the premises. No sales, even those not containing restricted products, will be made to patrons under the age of 21.
9. **Trash & Vermin.**

- a. Applicant shall keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles, and other debris (and removal of snow and ice from the sidewalks) in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to ensure that refuse and other materials are promptly removed while the Establishment is open.
 - b. Applicant shall keep those areas adjacent to the trash dumpster reasonably clean and free of garbage, litter, grease, and oils.
 - c. Applicant shall maintain regular trash/garbage removal service to remove trash from the trash and dumpster area. Should Applicant's dumpsters not be adequate to contain the amount of trash generated, additional pick-ups shall be called for immediately.
 - d. Applicant shall provide regular rat and vermin control for its property.
 - e. Applicant shall make reasonable and necessary effort to eliminate food sources for rodents and help eliminate the rat population.
10. ***License Ownership and Compliance with ABCA Regulations.*** Applicant promises to ANC 3D that it shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees and agrees that ANC 3D shall have standing to ask the Board to enforce any violations of this Agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to file a complaint with the Board, pursuant to DC Code §25-447, and subject to the Notice provision below, to gain Applicant's compliance with the terms of this Agreement. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 3D does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement. Applicant shall make reasonable efforts to familiarize its personnel with the terms of this Agreement.
11. ***Notice and Opportunity to Cure.*** In the event that either Party 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, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute cause for filing a complaint with the Board pursuant to DC Code §25-447. Notices required to be made under this Agreement shall be in writing and sent via email or hand-delivered to the other Party to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

If to Applicant: kcolluru@yahoo.com
with copy to: sachbehl@gmail.com

If to ANC: 3D@anc.dc.gov

DRAFT of agreement with Exotic Wine & Spirits

With copy to 3D06@anc.dc.gov

12. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the 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.

ANC 3D:



By: _____
Bernie Horn, Chair of ANC 3D

Applicant: Exotic Wine & Spirits



By: _____
Krishnaveni Colluru