

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 9th day of June, 2022 by and between Alley Cat DC, LLC t/a TBD, ABRA License 119797 (“Applicant”), and Advisory Neighborhood Commission 3E (“Protestant”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, Applicant has applied for a Retailer’s Class “C” Restaurant #119797 for a business establishment (“Establishment”) located at 5247 Wisconsin Avenue NW, Washington, DC 20015 (“Premises”);

WHEREAS, Applicant expects the vast majority of patrons of the Establishment to be sit-down customers and, although Applicant may offer carry-out and curbside takeout service (“Takeout”), at this time Applicant expects Takeout to comprise a relatively modest portion of its business;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) peace, order, and quiet of the neighborhood and (ii) to eliminate the need for a Protest Hearing regarding the license application.

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) ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725. Applicant further agrees that windows and doors will remain closed, except for ingress and egress, when live music is being played inside.
- 3) ***Hours of Operation and Hours of Alcoholic Beverage Sales, Service and Consumption for Summer Garden.*** Applicant will cease all alcoholic beverage sales and consumption for summer garden at 10PM ET Sunday through Thursday and Midnight ET Fridays and Saturdays.
- 4) ***Hours of Live Entertainment for Outside in Summer Garden.*** Applicant will cease all live entertainment for outside in summer garden at 10PM ET Sunday through Thursday and Midnight ET Fridays and Saturdays. Applicant shall have no amplified music or other amplified sounds in the Summer Garden.
- 5) ***Parking.*** Applicant will post readily visible signs inside and outside the

establishment directing patrons not to stop or park in the bus zone on Wisconsin Avenue immediately in front of the restaurant or in travel lanes, or otherwise to illegally stop or park, to visit the Establishment. The signage shall furthermore encourage patrons to use public transit or ridesharing companies, including but not limited to taxicabs, Uber and Lyft, and direct patrons to use nearby paid parking rather than parking in the neighborhood. The signage will also contain the Notice (see Par. 4) for customers who elect to do Takeout. Applicant will include the same instructions on the business' website anywhere that directions to the establishment are mentioned and in any food ordering functionality featured in or linked to from the website, provided such functionality is within the control of Applicant, and not any third party ordering platform.

- 6) **Pick Up / Drop Off.** Applicant will instruct (1) Uber, Lyft, and any other significant ride sharing company Applicant becomes aware of, and (2) any food or drink delivery service (eg, Door Dash) that the Establishment does business with, to use only legal parking spaces (that permit standing) on Wisconsin Avenue, any pickup/dropoff ("PUDO") spaces DDOT may designate in the future, metered parking spaces, or garage parking to pick up or drop off customers and/or goods. Applicant agrees to include a notice in any food carry-out confirmation email ("Notice") instructing curbside service customers to wait in their car in one of the following legal spaces for stopping: 1) metered parking, 2) a future PUDO zone if DDOT has established one or 3) the garage located in 5225 Wisconsin Avenue; the Notice will further provide that customers who wish to temporarily park and leave their cars for pickup must use only metered parking or garage spaces. The Notice will provide in bolded lettering, for avoidance of doubt, that customers must not block travel lanes, crosswalks or the bus zone at any time. Applicant will provide information consistent with the Notice to all customers who order for carryout or curbside service by phone.
- 7) **Communication with ANC.** If Applicant becomes or the ANC become aware that illegal stopping and/or parking appears to have become a problem, Applicant agrees to work and meet in good faith with the ANC to address the issue.
- 8) **Transit Benefits.** Applicant will comply with all requirements of the DC Commuter Benefits Law even if the number of Applicant's employees falls below the statutory minimum.
- 9) **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the Protestant shall withdraw the protest.

[signatures appear on the following page]

PROTESTANT:

Advisory Neighborhood Commission 3E

DocuSigned by:


By: Tom Quinn, ANC 3E04

APPLICANT:

Alley Cat DC, LLC
t/a Alley Cat

DocuSigned by:


By: Khalid Moutwakkil, Member-Manager