THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 14th day of July, 2025 by and between Marv's Dogs L.L.C., ABRA License # 132441 ("Applicant"), and Advisory Neighborhood Commission 3E ("ANC") (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant has applied for a Retailer's Class "D" Restaurant #132441 for a business establishment ("Establishment") located at 4936 Wisconsin Avenue NW, Washington, DC 20016 ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage and Cannabis 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) ***Outdoor Hours***. Operation of the Establishment's exterior seating space will cease at 11:00 pm Sunday - Thursday and 12:00 am Friday and Saturday.

3) ***Parking***. Applicant will post prominent signs inside and outside the Establishment warning patrons not to double park when visiting the Establishment. If any staff member of Applicant becomes aware of a patron who has double parked and is within the Establishment, such staff member shall ask (or shall cause another staff member of the Establishment to ask) such patron to re-park their car legally. Applicant will notify food delivery vendors (i.e. DoorDash, UberEats) that double parking, unlawful stopping, and other forms of unlawful parking are expressly prohibited, in connection with food delivery orders being picked up from the Establishment. Applicant will request any offending food delivery driver's food delivery vendor to prohibit such offending driver from being assigned subsequent deliveries to the Establishment on such vendor's application.

   Nothing in this Agreement shall be construed to require applicant to actively police parking of its patrons or any vendors.

4) ***Notice and Opportunity to Cure***. In the event that any of the parties 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. Reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. Unless otherwise noted above, any notices required to be made under this Agreement shall be emailed to the other parties to this Agreement at the email addresses listed below.

If to Applicant: Marv's Dogs L.L.C.
4936 Wisconsin Avenue NW
Washington, DC 20016
Attn: Diane Gross
diane@corkdc.com

If to ANC: Advisory Neighborhood Commission 3E
c/o Lisner Home
5425 Western Avenue NW, Suite 219
Washington, DC 20015
Attn: Jonathan Bender
Email: 3E03@anc.dc.gov

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 ABC Board or any other enforcement action.

5) ***No Protest***. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the ANC's protest against the Applicant's application shall be dismissed.

ANC:

Advisory Neighborhood Commission 3E

Jonathan Bender

Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender, o, ou, email=jbender@ibusinesslawyer.com, c=US
Date: 2025.07.14 14:23:17 -04'00'

By: Jonathan Bender, ANC 3E03

APPLICANT:

Marv's Dogs L.L.C.

By: Diane Gross, Authorized Signatory