

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

_____)	
In the Matter of:)	
)	
2007 14th Street Productions, LLC)	
t/a Marvin)	
)	
Application for Substantial Change)	Case No. 12-PRO-00081
(Summer Garden))	License No. ABRA-076166
to a Retailer's Class CT License)	Order No. 2013-448
)	
at premises)	
2007 14 th Street, N.W.)	
Washington, D.C. 20009)	
_____)	

2007 14th Street Productions, LLC, t/a Marvin (Applicant)

Clay Burke, on behalf of A Group of Five or More Individuals (Approximately Fifteen Individuals)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTEST
OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by 2007 14th Street Productions, LLC, t/a Marvin, Applicant for a Substantial Change to expand its second floor to the adjacent building at 20005 14th Street, N.W., Washington, D.C., to include additional 87 seats, of its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 19, 2012 and a Protest Status Hearing on January 9, 2013, in accordance with D.C. Official Code § 25-601 (2001). The Protest Hearing was scheduled for October 9, 2013

The official records of the Board reflect that the Applicant and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated

2007 14th Street Productions, LLC

t/a Marvin

Case No. 12-PRO-00081

License No. ABRA-076166

Page 2

September 18, 2013, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Clay Burke, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 16th day of October, 2013, **ORDERED** that:

1. The Application filed by 2007 14th Street Productions, LLC, t/a Marvin, for a Substantial Change to expand its second floor to the adjacent building at 20005 14th Street, N.W., Washington, D.C., to include additional 87 seats, to its Retailer's Class CT License, located at 2007 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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 Applicant and Clay Burke, on behalf of the Group of Five or More Individuals.

2007 14th Street Productions, LLC
t/a Marvin
Case No. 12-PRO-00081
License No. ABRA-076166
Page 3

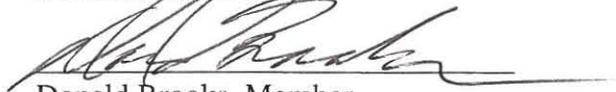
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

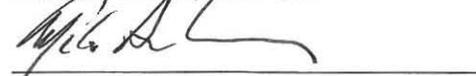


Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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 Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Settlement Agreement for
14th Street Productions, LLC t/a Marvin
License #76166

ALCOHOLIC BEVERAGE
REGULATION ADMIN

2013 SEP 26 P 3:38

ABRA NR

THIS AGREEMENT made and entered into this 18th day of September, 2013 by and between 14th Street Productions, LLC t/a Marvin ("Licensee") and the Group of Concerned Citizens ("Protestant") witnesses:

WHEREAS, Licensee has held a "CT" Liquor License #76116 since 2008 located at 2007 14th Street, N.W., Washington, D.C. 20009 ("Premises");

WHEREAS, Licensee has filed an application before the ABC Board for a substantial change to expand inside into the second floor of 2005 14th Street, N.W., Washington, D.C. 2006 thereby adding 87 seats to the inside of Premises;

WHEREAS, Protestant had filed before the ABC Board a protest opposing the granting of this substantial change;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements by their signatures below, the parties hereto desire to enter into this Settlement Agreement whereby (1) Licensee will agree to adopt certain measures to address Protestant's concerns and to include this Agreement as a formal condition of its license, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

WHEREAS, Licensee has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

NOW THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Licensee and Protestants hereby agree as follows:

NOISE CONTROL.

- a. Parties acknowledge that Licensee has taken precautions to reduce the sound from the Premises, which have included adding four feet to a half wall, installing noise abating foam on the ceiling, repositioned the speakers and replaced old speakers with new ones, designated one staff member to have a portable decibel

reader and installation of a noise monitoring system with a decibel reader that is fixed on the summer garden wall and is visible for anyone to read. After the system has been tested twice, it has been determined that the decibel level of 88 dBA Leq, is acceptable and does not result in disturbance of the neighbors.

b. Licensee agrees that the security manager on duty, or their designee, there shall be responsible for handling any noise issues complaints from the neighbors. This person will carry a cell phone designated for this purpose and the neighbors shall be given this phone number.

c. The sound from the inside and outside of the Premises shall not be audible in any neighboring residential building at any time.

2. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, the breaching party shall be entitled to reasonable notice and an opportunity to cure, as a condition precedent to seeking enforcement of this Agreement. Unless the breach is of an emergency nature, reasonable notice and an opportunity to provide a cure within a thirty (30) day period (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking enforcement of this Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other party of this Agreement at the following addresses:

Licensee: Candace M. Fitch, Esq
ESL Management
2009 14th Street, N.W.
Washington, D.C.

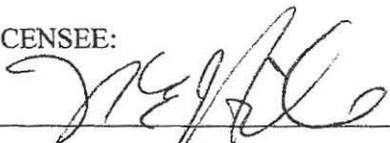
Protestants: Clay Burke
1390 V Street NW #510
Washington, DC 20009

3. MODIFICATION OF SETTLEMENT AGREEMENT. This Agreement can be modified only by mutual agreement of the parties followed by the approval of the ABC Board for acceptance and enforcement

4. BINDING EFFECT. This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee during the term of the license to which this Settlement Agreement applies.

WHEREFORE, by the signing of the representatives of Licensee and Protestant, these Parties hereby agrees to aforementioned covenants

LICENSEE:



R. ERIC HILTON, MEMBER OF 2007 14TH STREET PRODUCTIONS, LLC

DATE: 9/26/2013

PROTESTANTS:



CLAY BURKE, REPRESENTATIVE

DATE: 9/18/2013

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

_____)	
In the Matter of:)	
)	
2007 14th Street Productions, LLC)	
t/a Marvin)	
)	
Holder of a)	
Retailer's Class CT License)	License No. ABRA-076166
)	Order No. 2013-031
at premises)	
2007 14th Street, N.W.)	
Washington, D.C. 20009)	
_____)	

2007 14th Street Productions, LLC, t/a Marvin (Licensee)

Tony Norman, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
1B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 2007 14th Street Productions, LLC, t/a Marvin, (Licensee) and ANC 1B entered into Voluntary Agreements (Agreements), dated March 1, 2007 and May 1, 2008, and an Amendment to Voluntary Agreement, dated December 8, 2009, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (also known as Amendment to Voluntary Agreement), dated January 15, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the Licensee's hours of operation and sales of alcoholic beverages.

All terms and conditions of the original Agreements, not amended by the

2007 14th Street Productions, LLC
t/a Marvin
License No. ABRA-076166
Page 2

Amendment to Settlement Agreement, shall remain in full force and effect.

The Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Tony Norman, on behalf of ANC 1B, are signatories to the Amendment.

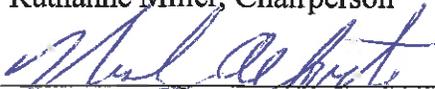
Accordingly, it is this 23rd day of January, 2013, **ORDERED** that:

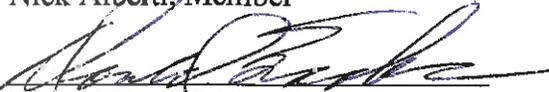
1. The above-referenced Amendment to Settlement Agreement, dated January 15, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 1B.

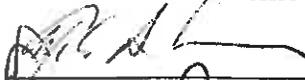
2007 14th Street Productions, LLC
t/a Marvin
License No. ABRA-076166
Page 3

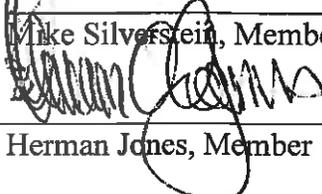
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

**AMENDMENT TO VOLUNTARY AGREEMENT
2007 14th Street Productions, LLC dba Marvin**

This Amendment to Voluntary Agreement is made and entered into this 15^{3:42} day of January 2013, by and between 2007 14th Street Production, LLC. ("Applicant") and ANC 1B ("Protestant").

WHEREAS, the parties entered into a Voluntary Agreement dated March 1st, 2007;

WHEREAS, the Voluntary Agreement recited the hours operation of the establishment, which were the then maximum hours of operation permitted by law expressly stated;

WHEREAS, by resolution made on July 2, 2009, at the regular duly called monthly meeting of the Protestant, the Protestant passed a resolution authorizing amendment of voluntary agreements that recite full hours allowed by law as stated or amended;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestant hereby agree as follows:

A. PARAGRAPH B. Paragraph B of the Voluntary Agreement is amended as follows:

"B. FOOD AND ALCOHOL SERVICE. The Applicant's hours will be permitted on the license as assigned by law."

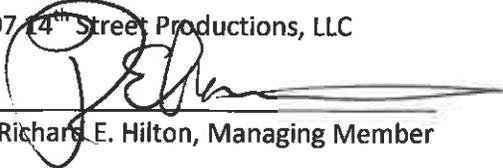
The Amendment is intended to mean that Applicant "can operate as permitted by law or by special exceptions adopted by the proper government agency (i.e. holiday extensions, inauguration hours.)"

B. VOLUNTARY AGREEMENT IN FULL FORCE AND EFFECT. Except as expressly provided in this Amendment, the Voluntary Agreement otherwise remains in full force and effect.

C. INCORPORATION INTO VOLUNTARY AGREEMENT. The parties request that this Amendment be accepted by the Board and incorporated as part of the text of the Voluntary Agreement approved by Order of the Board dated August 15, 2007.

APPLICANT:

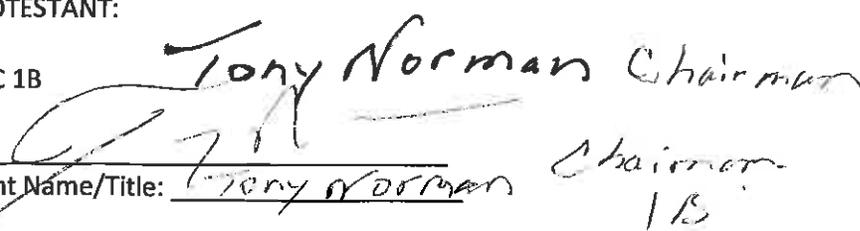
2007 14th Street Productions, LLC

By: 

Richard E. Hilton, Managing Member

PROTESTANT:

ANC 1B

By: 

Print Name/Title: Tony Norman Chairman
1B

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
14 th Street Productions, LLC)	
t/a Marvin)	
)	
Holder of a Retailer's)	
Class B License)	License No. 76166
)	Order No. 2010-009
at premises)	
2007 14 th Street, N.W.)	
Washington, D.C. 20009)	
)	

14th Street Productions, LLC, t/a Marvin, Licensee

Brianne K. Nadeau, Chairperson, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

On December 8, 2009, ANC 1B submitted a letter to advise the Alcoholic Beverage Control Board ("Board") that ANC 1B voted unanimously to amend the Voluntary Agreement, dated May 1, 2008, ("Agreement") with Licensee as follows: (1) Delete requirements regarding the second floor entrance door; and (2) Remove the requirement for the business to use a decibel meter. On January 6, 2010, the Board approved the amendment to the Agreement.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brianne K. Nadeau, and Vice-Chairperson Meghan Conklin of ANC 1B are signatories to the Agreement.

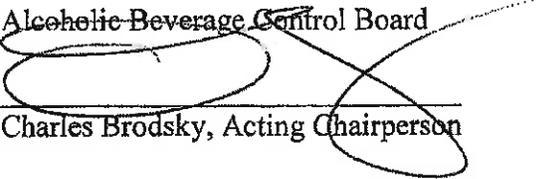
14th Street Productions, LLC
t/a Marvin
License No. 76166
Page Two

Accordingly, it is this 13th day of January 2010, **ORDERED** that:

1. The above-referenced Amendment submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

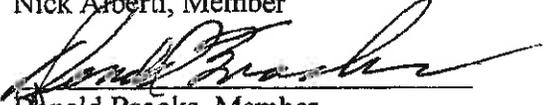
2. Copies of this Order shall be sent to the Licensee and ANC 1B.

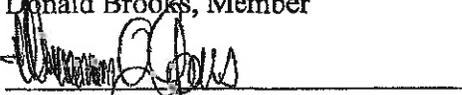
District of Columbia
~~Alcoholic Beverage Control Board~~


Charles Brodsky, Acting Chairperson

~~Mital M. Gandhi, Member~~


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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 Regulation Administration, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.



Advisory Neighborhood Commission 1B

Government of the District of Columbia

PO Box 73710, Washington, DC 20056

Myia Moss, Peter Raia, Sedrick Muhammad, Deborah Thomas, Brianne Nadeau, Meghan Conklin, Juan Lopez, Rosemary Akinboni, Thomas K. D. Smith, Eduardo Ferrer, E. Gail Anderson-Holness

December 8, 2009

Mr. Peter B. Feather, Chairman
Alcoholic Beverage Regulation Administration
7th Floor, 941 Capitol Street, NE
Washington, DC 20002

RE: ABRA-07166
14th Street Productions, LLC, dba Marvin

DEC 9 2 33 PM '09
OFFICE OF THE CLERK
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION
1400 K STREET, N.E.
WASHINGTON, D.C. 20002

Dear Chairman Feather:

At its regularly scheduled meeting on December 3, 2009 (notice of which was properly given, and at which a quorum of eight out of eleven members was present) ANC1B voted unanimously (8-0) to amend its voluntary agreement with Marvin as follows:

1. Delete requirements regarding the second floor entrance door.
2. Remove the requirement for the business to use a decibel meter.

This licensee is located in Commissioner Peter J. Raia, Sr.'s single-member district, and we have designated him to represent the Commission on this matter.

Sincerely,

Brianne K. Nadeau
Chairperson

Meghan Conklin
Vice Chairperson

CC: Councilmember Jim Graham
Commissioner Peter Raia, Sr.
Cardozo Shaw Neighborhood Association
Mr. Sheldon Scott, Restaurant Marvin

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

<hr/>)	
In the Matter of:)	
)	
14 th Street Productions)	
t/a Marvin)	
)	
Application for a Substantial Change)	License No. 76166
To its Retailer's Class "CT" License)	Order No. 2008-208
at premises)	
)	
2007 14th Street, N.W.)	
Washington, D.C. 20009)	
<hr/>)	

14th Street Productions, t/a Marvin, the Licensee

Thomas K.D. Smith, Chairperson, and Phil Spalding, Commissioner, on behalf of
Advisory Neighborhood Commission 1B

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that the Licensee, 14th Street Productions, t/a Marvin, located at 2007 14th Street, N.W. Washington, D.C. and Thomas K.D. Smith, Chairperson, and Phil Spalding, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 1B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated May 1, 2008 setting forth the terms and conditions by which the Applicant would operate its establishment. The Licensee has filed an Application for a Substantial Change to increase the establishment's capacity from a Retailer's Class CT01 to a Retailer's Class CT02. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Licensee and Commissioners Smith and Spalding are signatories to the Agreement.

14th Street Productions
t/a Marvin
License No. 76166
Page Two

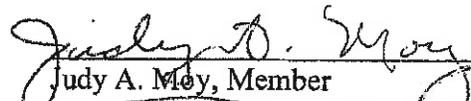
Accordingly, it is this 5th day of June 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of 14th Street Productions, t/a Marvin, 2007 14th Street, N.W., Washington, D.C., for a Substantial Change to its Retailer's Class "CT" license, is **APPROVED**;
3. Copies of this Order shall be sent to the Licensee and to ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



Judy A. Moy, Member



Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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 Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Voluntary Agreement Concerning Issuance of License
76166 to 14th Street Productions LLC dba Marvin

THIS AGREEMENT made and entered into this 1st day of May, 2008, by and between 14th Street Productions LLC (Applicant) and ANCI B (Protestant) witnesses:

Whereas Applicant has filed application 76166 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT02 license for premises to be known as Marvin, and to be located at 2007 14th Street NW, Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Live music will be permitted on the first floor of the business only, and performances will conclude thirty minutes prior to closing. Only background music will be permitted in summer garden, and applicant will regularly monitor to assure no impact on nearby residents. The entrance door and windows (excluding the summer garden) of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes, and will use decibel metering systems to monitor noise levels.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files. Applicant agrees to notify Protestant in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

B. FOOD AND ALCOHOL SERVICE. Applicant has provided that its hours of operation will be Sunday through Thursday 11:30AM to 2:00AM, Friday & Saturday 11:30AM to 3:00AM. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no later than 5:00PM.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

F. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

G. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CT license for premises.

H. MODIFICATION OF VOLUNTR Y AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

J. 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Eric Hilton, 2007 14th St. NW, Washington, DC 20009

If to Protestant: ANC1B, PO Box 73710, Washington, DC 20056

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.


Eric Hilton, for Marvin


Chairman, ANCIB


Commissioner ANC1B02

Accordingly, on this 1st day of May 2008 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CT license.

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

<u>In the Matter of:</u>)	
)	
2007 14 th Street Productions, LLC)	
t/a Marvin)	
)	
Application for a New)	License No. 76166
Retailer's Class CT License)	Case No. 61182-07022P
at premises)	Order No. 2007-074
2007 14th Street, N.W.)	
Washington, D.C. 20007)	
)	

2007 14th Street Productions, LLC, t/a Marvin, Applicant

Deairich R. Hunter, Chairperson, Advisory Neighborhood Commission 1B, Protestant

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on February 7, 2007, in accordance with D.C. Official Code §25-601 (2001). Deairich R. Hunter, Chairperson, Advisory Neighborhood Commission (ANC) 1B, Protestant, filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated March 1, 2007, the Protestant has agreed to withdraw the protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

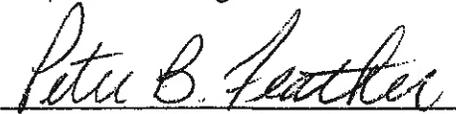
2007 14th Street Productions, LLC
t/a Marvin
License No. 76166
Case No. 61182-07022P
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Accordingly, it is this 15th day of August 2007, **ORDERED** that:

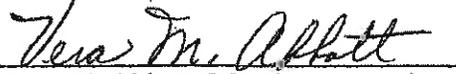
1. The protest of Deairich R. Hunter, Chairperson, ANC 1B is **WITHDRAWN**;
2. The Application of 2007 14th Street Productions, LLC, t/a Marvin, 2007 14th Street, N.W., Washington, D.C., for a new Class CT Retailer's License is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Applicant and to the Protestant.

14th Street Productions, LLC
t/a Marvin
License No. 76166
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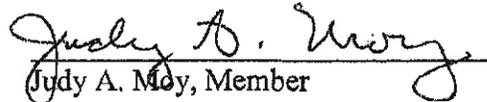
District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Acting Chairperson



Vera M. Abbott, Member



Judy A. Mody, Member

Audrey E. Thompson, Member

Albert G. Lauber, Member

Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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 Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**Voluntary Agreement Concerning Issuance of License
76166 to 14th Street Productions LLC dba Marvin**

THIS AGREEMENT made and entered into this 1st day of March 2007, by and between 14th Street Productions LLC (Applicant) and ANCI B (Protestant) witnesses:

Whereas Applicant has filed application 76166 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT01 license for premises to be known as Marvin, and to be located at 2007 14th Street NW, Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Live music will be permitted on the first floor of the business only, and performances will conclude thirty minutes prior to closing. No music will be played or amplified to any outdoor area. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will eliminate any noise from this tavern and summer garden that may be heard in surrounding resident's homes, and will use decibel metering systems to monitor noise levels.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestant files. Applicant agrees to notify Protestant in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

B. FOOD AND ALCOHOL SERVICE. Applicant has provided that its hours of operation will be Sunday through Thursday 11:30AM to 2:00AM, Friday & Saturday 11:30AM to 3:00AM. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall not maintain dumpsters or any refuse on any public space. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no later than 5:00PM.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

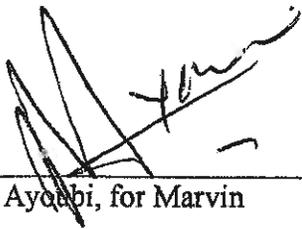
F. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

G. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CT license for premises.

H. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the new Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.



Aman Aycebi, for Marvin



Chairman, ANCIB



Commissioner, ANCIB02

Accordingly, on this 1st day of March 2007, it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant a new Class CT license.