

In the Matter of:

The official records of the Board reflect that the Parties have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated July 15, 2008, the Protestants has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Bouzid, Inc.
t/a Marrakesh Palace Pasha Lounge
License No. 60695
Case No. 252-08/032P
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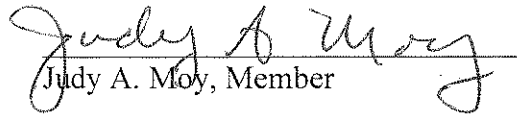
Accordingly, it is this 17th day of July 2008, **ORDERED** that:

1. The protests of The Dupont West condominium is **WITHDRAWN**;
2. The Application filed by Bouzid, Inc. t/a Marrakesh Palace Pasha Lounge to renew its Retailer's Class CT license at 2141 P Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to The Dupont West condominium.

Bouزيد, Inc.
t/a Marrakesh Palace Pasha Lounge
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District of Columbia
Alcoholic Beverage Control Board

Peter B. Feather, Chairperson



Judy A. Moy, Member

Mital M. Gandhi, Member



Nick Alberti, Member

Charles Brodsky, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

2008 JUL 14 P 3: 21

REC'D BY

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VOLUNTARY AGREEMENT

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

This Voluntary Agreement made this 15th day of July, 2008, by and among Boulevard, P 3: 21
Inc., t/a Marrakesh Palace Pasha Lounge (Applicant), and the designated
representatives of a group of residents of the Dupont West Condominium, 2141 P
Street NW, Washington, DC (Protestants).

RECITALS

WHEREAS, Applicant is the holder of a retailer's Class CT license No. 60695 for
premises located at 2147 P Street NW,

WHEREAS, a group of individuals has protested Applicant's application (2007) for the
renewal of its CT license,

WHEREAS all parties herein acknowledge that under the ABC Board all prior
agreements are and continue to be in full force and effect and as such are
incorporated herein by reference,

WHEREAS the parties wish to provide several specific provisions that all parties will
assist in resolving certain issues,

WHEREAS, the parties have agreed to enter into this voluntary agreement pursuant
to DC Code Section 25-446 (2001 ed.), to resolve issues raised by Protestants'
objections and to request Alcoholic Beverage Control Board (ABC) approve
Applicant's renewal conditioned on Applicant's full compliance with the terms of this
written agreement.

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. Applicant, along with other business owners of Dupont West P Street,
will continue to contribute funds to pay for the services of two-
uniformed MPDC officers to monitor and patrol the 2000 and 2100
blocks of P Street. Such security officer is to report to the Metropolitan
Police Department's Patrol Service Area (PSA) supervisor any incidents
of criminal activity, rowdiness or breaches of peace, order, and quiet on
P Street. Such security officer will be engaged during peak hours of
nightlife activities on Friday nights, Saturday mornings and Saturday
nights/Sunday mornings midnight to 4:00AM subject to MPDC

conditions. If, for any reason, the neighborhood effort is discontinued and/or ABRA subsidies are discontinued, Applicant continues to agree to pay for this detail.


3. Applicant will continue to comply with the District of Columbia Noise Control Act of 1977(Noise Control Act), as amended, and take reasonable actions to prevent noise and vibration from Applicant's operations from being heard or felt within Protestants' dwellings. The applicant will take any and all steps necessary to maintain a lower bass level in the Marrakesh than the present maximum level and will respond as promptly as possible to any requests from Dupont West residents to lower such levels and will continue its use of the previously agreed to 'audio limiter' which will continue to be maintained in its present location, accessible only to management. The internal db level will never be higher than 120.
4. Applicant shall also designate persons to receive and timely respond to any complaints from Protestants regarding sound or disturbances at the establishment, including providing cell phone numbers and, if necessary, other contact information. Applicant shall not allow any person or persons providing entertainment at its Establishment to use any music or entertainment system or equipment that is not directly connected to and limited by the audio limiter.
5. Occupancy limits will continue as previously agreed.
6. Applicant's musical offering will continue as previously agreed.
7. The Applicant will continue its positive response to marketing and its policy toward promoters as previously agreed.
8. Notices. In the event of a perceived violation of the provisions of this Agreement, Applicant, where practicable, shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service to:

Mr. Jamal Bouzid
Khalid Khartami
Marakash Palace
2147 P St. NW
Washington, DC 20037

9. Protestants may direct immediate complaints regarding the operation of the establishment or compliance with the term of this Agreement to: Jamal Bouzid and Khalid Khartami, respectively at the following telephone number(s): (202) 262-9047 and (703) 862-6030 .Protestants shall give notice of perceived violations of the terms of this Voluntary Agreement to Applicant and permit Applicant to respond prior to the filing of a complaint with the ABC Board.
10. Withdrawal of protest. Protestants hereby agree to withdraw their protests and join with Applicant in requesting that the ABC Board accept this Agreement as a condition of approval of its renewal application. The withdrawal of Protestants' request is contingent upon the text of this Voluntary Agreement being incorporated in an Order of the Board granting Applicant's applications.
11. Counterparts. This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature and may be appended to any other counterpart.
12. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant: Bouzid, Inc.

By: 
Jamal Bouzid, President

Judith Snyder

Judith Snyder as designated representative

[Signature]

7/14/08

Date

7/14/08

Date

Jeffrey Lopata as designated representative

[Signature]

7/15/08

Date

Ernest Greene as designated representative