

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

In the Matter of:

Bouzid, Inc,
t/a Marrakesh Palace Pasha Lounge

Renewal Application and Substantial
Change Application for a Retailer's
Class CT License
at premises
2147 P Street, N.W.
Washington, D.C.

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) License No. 60695
) Case No. 252-07/027P
) Order No. 2007-075
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Michael Fonseca, on behalf of the Applicant, Bouzid, Inc.

Ramon Estrada, Chairman, Advisory Neighborhood Commission 2B; Mike Silverstein, Advisory Neighborhood Commission 2B06 and John Hammond and Judy Snyder, Designated Representatives, on behalf of a group of nine (9) and a group of twenty-three (23) or more individuals of the Dupont West Condominium, Protestants.

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

The Application for a renewal of a Retailer's Class CT License and the Application for a Substantial Change to use the third floor of the premises, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on March 28, 2007, in accordance with D.C. Official Code § 25-601 (2001). Ramon Estrada, Chair of Advisory Neighborhood Commission (ANC) 2B and Mike Silverstein, ANC 2B06 filed timely opposition by letter. John Hammond and Judy Snyder, Designated Representatives, on behalf of a group of five (5) and a group of twenty-three (23) of the Dupont West Condominium also filed timely opposition by letter.

Bouزيد, Inc.
t/a Marrakesh Palace Pasha Lounge
License No. 60695
Page Two

The official records of the Alcoholic Beverage Control (Board) reflect that the Applicant and Ramon Estrada, Chair, on behalf of the ANC 2B have reached an Agreement dated August 4, 2007 that has been reduced to writing and properly executed and filed with the Board. The Board's official records also reflect that the Applicant and John Hammond and Judy Snyder, Designated Representatives, on behalf of a group of five (5) and a group of twenty-three (23) of the Dupont West Condominium have entered into a separate Agreement dated August 24, 2007 that has also been reduced to writing and properly executed and filed with the Board. The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 5th day of September 2007, **ORDERED** that:

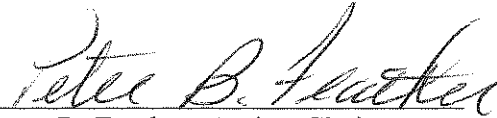
1. The above-referenced Agreements are **INCORPORATED** as part of this Order; and

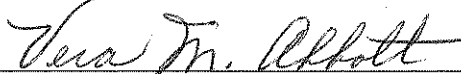
2. The Application of Bouزيد, Inc., t/a Marrakesh Palace Pasha Lounge, at 2141 P Street, N.W. Washington, D.C., for renewal of its Class CT Retailer's License and the Application for a Substantial Change to use the third floor of the premises are **GRANTED**;

3. Copies of this Order shall be sent to the Applicant and the signatories to the Agreements.

Bouzid, Inc.
t/a Marrakesh Palace Pasha Lounge
License No. 60695
Page Three

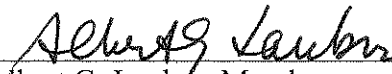
District of Columbia
Alcoholic Beverage Control Board


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

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

2007 AUG -8 A 9:29

This Voluntary Agreement made this 4th day of August, 2007, by and among Bouzid, Inc., t/a Marrakesh Palace Pasha Lounge (Applicant), and Advisory Neighborhood Commission 2B (ANC 2B) (Protestant).

RECITALS

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

WHEREAS, ANC 2B has protested the substantial change application to use the 3rd floor of applicant's premises, and

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 that the Alcoholic Beverage Control (ABC) Board approve Applicant's expansion to the third floor 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 will take all reasonable measures to discourage its patrons and others in the immediate exterior front of the establishment from making loud noises, including, without limitation by having Applicant and its employees promptly intervene when disturbances occur and, if necessary by making timely contact with the Metropolitan Police Department. Applicant will prominently post a sign at all entryways advising patrons upon leaving the establishment to depart quietly as residential neighbors are nearby.
3. Applicant, along with other business owners of Dupont West P Street, will contribute funds to pay for the services of a uniformed security officer 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 Thursdays through Sundays. Said hours will be coordinated between the PSA supervisor, the contributing businesses and ANC 2B.

4. Applicant will 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 the adjacent dwellings located at 2141 P Street, NW(2141 P). However, such compliance with noise levels established therein shall be based on sound measurements taken from a complainant's property line. The compliance agreed to hereby includes sounds emitted by applicant's music and entertainment and exterior mechanical equipment.
5. To ensure compliance with its obligations under Paragraph 4 regarding Applicant's music and entertainment systems, Applicant shall engage an independent acoustical engineer to test the sound levels to ascertain the highest level permitted by the Noise Control Act, at which such sound and vibration are heard at or felt within 2141 P. A representative of ANC 2B will be present at such testing. Thereafter, Applicant shall install an audio system control (audio limiter) which will set the volume of the system at a level sufficiently below the Noise Control Act so as to not be disruptive to the neighboring dwellings. Said audio limiter will thereafter prevent Applicant's music and entertainment systems from at any time being broadcast at a higher level, including inadvertently. Applicant shall instruct all employees about the use of this audio limiter, its requirement under this Agreement, and their obligation to take no actions whatsoever to disable or circumvent its control over the music and entertainment system. The acoustical engineer will certify that the device, once installed, is effective in keeping the sound levels below those set by the Noise Control Act. The certification will be pursuant to measurements taken from a condominium unit of ANC 2B's choice, located at the Dupont West Condominium, 2141 P Street, NW, and the certification by the acoustical engineer shall be appended to and become a part of this Agreement. Applicant shall also designate persons to receive and timely respond to any complaints from Protestant 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 from using any music or entertainment system or equipment that is not directly connected to and limited by the audio limiter.
6. Applicant will take all reasonable actions to prevent illegal parking in front of its establishment and the Dupont West Condominium driveway, including at the East side of the Dupont West Condominium driveway, by its patrons, owners, vendors, suppliers and other service personnel. Applicant will expressly instruct its patrons, owners, vendors, suppliers and other service personnel that these are "no parking" zones and to refrain from parking in or blocking these restricted areas. In the event such vehicles are not immediately moved, Applicant will promptly call for towing of

offending vehicles. Other parking issues will be discussed upon completion of the P Street Streetscape construction.

7. The parties acknowledge that Applicant has the authority pursuant to succeeding occupancy permits to have a capacity for 243 persons on the first and second floors of the establishment. The parties acknowledge further that applicant is permitted the same occupancy of 243 persons for the first, second and third floors pursuant to a Certificate of Occupancy issued on February 22, 2007. Pursuant hereto, Applicant will limit its maximum occupancy to 220 persons during its hours of operation.
8. Applicant's musical offering on the first floor will feature traditional Moroccan music and other soft background music. Applicant's musical offering on the second and third floors will include International and American dance music. Hip Hop or Go-Go music will not be featured, advertised, or promoted.
9. The Applicant may market its business without restriction, except that it will not allow outside promoters to lease space or to take a cover charge at the door. Legitimate fundraisers and private functions may be permitted, and are not to be construed as a restriction on Applicant's marketing of its business, provided, however, such activities comply with the terms of the Applicant's license and do not result in violations of this Agreement.
10. Applicant will deposit trash in rodent proof containers with locks to reduce the incidents of vandals or other persons from opening the containers and strewing trash on public space. As Applicant has no rear area to store trash containers, trash will be stored prior to disposal in the establishment pending placement in front of the establishment for collection. Applicant will make every effort to keep the containers locked and will remove the emptied containers from the front of the establishment inside as soon as practicable after they are emptied. Applicant shall clean and sweep all areas in front of the establishment up to and including the curb within one hour of opening and in the evening.
11. Applicant will operate a sidewalk café with a maximum of 22 seats. The maximum hours of operation, weather permitting, are from 9:00 am to 11:00 pm, seven days a week. Tables and chairs will be removed from public space and stored inside the establishment at the end of each evening's permitted hours. No music, live or recorded, amplified or not amplified, will be played on the sidewalk café. No speakers will be placed on outdoor space. Applicant will take reasonable actions to prevent patrons using the sidewalk café from disturbing 2121 P premises
12. Notices. In the event of a perceived violation of the provisions of this Agreement, Applicant 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:

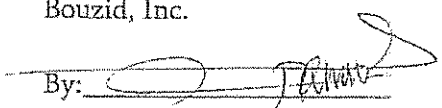
Mr. Jamal Bouzid
Khalid Khartami
Marakash Palace
2147 P St. NW
Washington, DC 20037

ANC 2B 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. However, such obligation to provide notice to Applicant prior to the filing of a complaint does not apply if Applicant violates the Voluntary Agreement more than two (2) times in any calendar year.

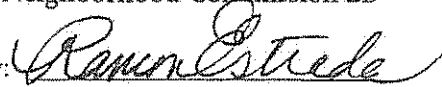
13. Withdrawal of protest. ANC 2B hereby agrees to withdraw its protest and join with Applicant in requesting that the ABC Board accept this Agreement as a condition of approval of its expansion to the third floor and for sidewalk café service . The withdrawal of ANC 2B's protestant is contingent upon the text of this Voluntary Agreement being incorporated in an Order of the Board granting Applicant's applications.
14. 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.
15. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

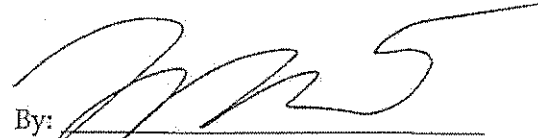
In witness whereof, the parties hereto have executed this Voluntary Agreement as of the day and date first above written.

Applicant:
Bouzid, Inc.

By: 
Jamal Bouzid, President

Protestant:
Advisory Neighborhood Commission 2B

By: 
Ramon Estrada, Chairman

By: 
William Hewitt, Commissioner 2B02

VOLUNTARY AGREEMENT

2007 AUG 27 A 9:49
This Voluntary Agreement made this 27th day of August, 2007, by and among Bouzid, Inc., t/a Marrakesh Palace Pasha Lounge (Applicant), and John Hammond and Judy Snyder, designated representatives of a "group of nine" residents,¹ and a "group of twenty-three" residents² 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 nine individuals has protested Applicant's renewal application (2004) for its CT license,

WHEREAS, a group of twenty three individuals has protested the substantial change application to use the 3rd floor of applicant's premises, and

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 that the Alcoholic Beverage Control (ABC) Board approve Applicant's renewal and expansion to the third floor 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.

¹ The ABC Board recognized the following individuals, residing at 2141 P Street NW, as protestants of the 2004 Class CT license renewal application: John Hammond (Unit 904), Judy Snyder (Unit 505), Jeffrey Lopata (Unit 303), Lauren Brownstein (Unit 405), John Peters Irelan (Unit 102), Ernest H. Green (Unit 207), Andreas Blom and Natalia Agapitova (Unit 503) and Rose King. Ms. Brownstein has since moved and is withdrawn as a Protestant.

² The ABC Board recognized the following individuals, residing at 2141 P Street NW, as protestants of the substantial change application: John Hammond (Unit 904), Judy Snyder (Unit 505), Natalia Agapitova and Andres Blom (Unit 503), Margaret Devenny (Unit 607), Ernest Greene (Unit 207), Abigail Gustafson (Unit 504), Martha Henbry (710), John Peters Irelan (Unit 102), Henry T. Kasper (Unit 706), Robin King (Unit 903), Rose M. King (Unit 604), Laura Kidd (Unit 606), Alena and Jacob Leon (Unit 307), Jeffrey Lopata (Unit 303), Katherin A. Morrison and Daniel Vice (Unit 203), Mel S. Odilao (Unit 407), Ronald Senegal (Unit 903), Sondra Steven (Unit 709), Jerome H. Sullivan (Unit 802), and Ricardo Tayes (Unit 501).

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2. Applicant will take all reasonable measures to discourage its patrons and others in the immediate exterior front of the establishment from making loud noises, including, without limitation by having Applicant and its employees promptly intervene when disturbances occur and, if necessary by making timely contact with the Metropolitan Police Department. Applicant will prominently post a sign at all entryways advising patrons upon leaving the establishment to depart quietly as residential neighbors are nearby. Applicant will comply with its ABC Board approved hours of operation, and will clear the premises of patrons in accordance with ABC regulations and ABC Board policy.
3. Applicant, along with other business owners of Dupont West P Street, will contribute funds to pay for the services of a uniformed security officer 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 Thursdays through Sundays. Said hours will be coordinated between the PSA supervisor, the contributing businesses and ANC 2B.
4. Applicant will 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. However, such compliance with noise levels established therein shall be based on sound measurements taken from a complainant's property line. The compliance agreed to hereby includes sounds emitted by applicant's music and entertainment and exterior mechanical equipment.
5. To ensure compliance with its obligations under Paragraph 4 regarding Applicant's music and entertainment systems, Applicant shall engage an independent acoustical engineer to test the sound levels to ascertain the highest level permitted by the Noise Control Act, at which such sound and vibration are heard at or felt within Protestant's dwellings. A representative of Protestants will be present at such testing. Such sound level testing shall be conducted no later than 60 days after written approval of this agreement by the ABC Board. Thereafter, Applicant shall install an audio system control (audio limiter) which will set the volume of the system at a level sufficiently below the Noise Control Act so as to not be disruptive to the neighboring

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dwelling. Said audio limiter will thereafter prevent Applicant's music and entertainment systems from at any time being broadcast at a higher level, including inadvertently. Applicant shall instruct all employees about the use of this audio limiter, its requirement under this Agreement, and their obligation to take no actions whatsoever to disable or circumvent its control over the music and entertainment system. The acoustical engineer will certify that the device, once installed, is effective in keeping the sound levels below those set by the Noise Control Act. The certification will be pursuant to measurements taken from a condominium unit of Protestants' choice, located at the Dupont West Condominium, 2141 P Street, NW, and the certification by the acoustical engineer shall be appended to and become a part of this Agreement. 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. Applicant will abide by the Noise Control Act's requirements pending installation of the audio limiter. Applicant shall not operate the music or entertainment system except at times when patrons are present on the premises during ABC Board approved operating hours.

6. Applicant will take all reasonable actions to prevent illegal parking in front of its establishment and the Dupont West Condominium driveway, including at the East side of the Dupont West Condominium driveway, by its patrons, owners, vendors, suppliers and other service personnel. Applicant will expressly instruct its patrons, owners, vendors, suppliers and other service personnel that these are "no parking" zones and to refrain from parking in or blocking these restricted areas. In the event such vehicles are not immediately moved, Applicant will promptly call for towing of offending vehicles. Applicant will affix to its exterior building wall, adjacent to Protestants' garage driveway, signage declaring no parking or blocking of driveway is permitted (said signage shall be posted to the extent it is allowed by DC regulations). In the event valet parking is instituted by Applicant, obstruction to access to Protestants' driveway shall not be permitted. Applicant will ensure that vehicles to be valet parked do not block protestant's driveway, and will engage a person to monitor such area to eliminate the chance of any blockage by vehicles. If applicant's valet parking cannot be operated without interfering with Protestants' driveway, then the valet parking shall cease. Other parking issues will be discussed upon completion of the P Street Streetscape construction.

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J. B.

7. The parties acknowledge that Applicant has the authority pursuant to succeeding occupancy permits to have a capacity for 243 persons on the first and second floors of the establishment. The parties acknowledge further that applicant is permitted the same occupancy of 243 persons for the first, second and third floors pursuant to a Certificate of Occupancy issued on February 22, 2007. Pursuant hereto, Applicant will limit its maximum occupancy to 220 persons during its hours of operation.
8. Applicant's musical offering on the first floor will feature traditional Moroccan music and other soft background music. Applicant's musical offering on the second and third floors will include International and American dance music. Hip Hop or Go-Go music will not be featured, advertised, promoted.
9. The Applicant may market its business without restriction, except that it will not allow outside promoters to lease space or to take a cover charge at the door. Legitimate fundraisers and private functions may be permitted, and are not to be construed as a restriction on Applicant's marketing of its business, provided, however, such activities comply with the terms of the Applicant's license and do not result in violations of this Agreement.
10. Applicant will deposit trash in rodent proof containers with locks to reduce the incidents of vandals or other persons from opening the containers and strewing trash on public space. As Applicant has no rear area to store trash containers, trash will be stored prior to disposal in the establishment pending placement in front of the establishment for collection. Applicant will make every effort to keep the containers locked and will remove the emptied containers from the front of the establishment inside as soon as practicable after they are emptied. Under no circumstances will Applicant place trash outside of its premises unless all trash is placed in containers that are sealed and locked. Applicant shall clean and sweep all areas in front of the establishment up to and including the curb within one hour of opening and in the evening. Applicant will maintain regular pest control service and treatment throughout the interior and immediate exterior of the premises. Pest control services and grease disposal (to the extent needed) will comply with Health Department requirements.
11. Applicant will operate a sidewalk café with a maximum of 22 seats. The maximum hours of operation, weather permitting, are from 9:00 am to 11:00 pm, seven days a week. Tables and chairs will be removed from public space

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12. 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:

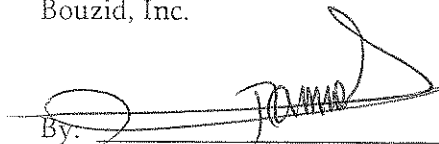
Protestants may direct immediate complaints regarding the operation of the establishment or compliance with the term of this Agreement to: Jamal Bouzid and Khalid Khartami, respectively, at the following telephone number(s): (202) 262-9047 and (703) 862-6030. Protestants shall give notice of perceived 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. However, such obligation to provide notice to Applicant prior to the filing of a complaint does not apply if Applicant violates the Voluntary Agreement more than two (2) times in any calendar year.

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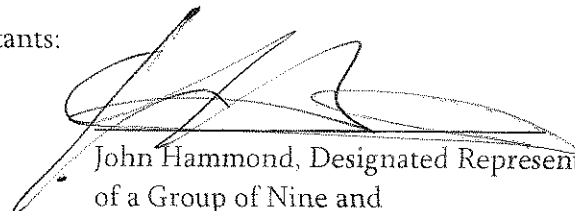
15. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

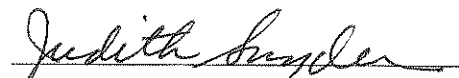
In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant: Bouzid, Inc.

By: 
Jamal Bouzid, President

Protestants:


John Hammond, Designated Representative
of a Group of Nine and
of a Group of Twenty-Three


Judy Snyder, Designated Representative
of a Group of Nine and
of a Group of Twenty-Three