

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

In the Matter of:)	
Ahmed Ouihman Enterprises, LLC)	
t/a Pop's Seabar 1)	
Holder of a)	License No. ABRA-087585
Retailer's Class CR License)	Order No. 2014-482
at premises)	
1817 Columbia Road, N.W.)	
Washington, D.C. 20009)	

Ahmed Ouihman Enterprises, LLC, t/a Pop's Seabar 1 (Licensee)

Ted Guthrie, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ahmed Ouihman Enterprises, LLC, t/a Pop's Seabar 1 (Licensee), ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated November 5, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioner Ted Guthrie, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 19th day of November, 2014, **ORDERED** that:

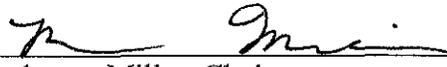
1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; except for the following modification:

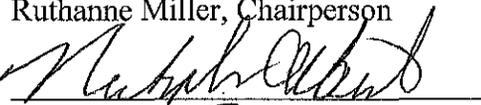
Section 14 (One Day Substantial Changes in Operation) – The following language shall be removed: “Applicant further agrees to consult with the parties to this agreement in advance of such an application.”

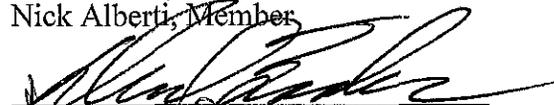
The Parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Licensee, ANC 1C, and KCA.

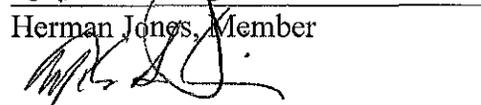
District of Columbia
Alcoholic Beverage Control Board

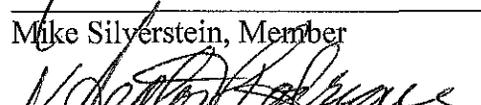

Ruthanne Miller, Chairperson

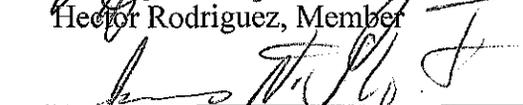

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, 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.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 9th day of November, 2014, by and between Ahmed Ouhman Enterprises, LLC, t/a Pop's SeaBar (hereinafter "Licensee"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

Whereas, Licensee has assumed the rights under Class CR License No. 87585, formerly held by Pharaoh's Rock N' Blues Bar & Grill, LLC, located at 1817 Columbia Road, NW, Washington DC,

Whereas, ANC 1C and the KCA have rights under an agreement with said previous license holder arising from their previous protests,

Whereas, Licensee seek to effect certain changes in the permissions for, and the operation of the establishment, and ANC 1C and the KCA are amenable to those changes, and

Whereas, Licensee will agree to adopt certain measures to address the concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its prospective application for a change in license provisions, and ANC 1C and KCA agree to the approval of such changes provided that such Agreement is incorporated into the Board's Order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Licensee shall operate with the primary purpose of food preparation and consumption. Licensee shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times. Licensee shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

2. Entertainment

The parties agree that the Entertainment Endorsement previously included on this license shall be terminated and that the Licensee will offer no entertainment at the establishment, with the exception of that provided at Provision 13 of this agreement. The parties agree that the restaurant shall feature no entertainment under an Entertainment Endorsement as described at 23 DCMR 1000-1002.4.

3. Hours of Operation

Sunday through Thursday: Applicant may begin operation, sales and consumption of alcoholic beverages at 10 am and continue sales and consumption until 1 am. Operation shall cease at 1:30 am.

Friday and Saturday: Applicant may begin operation, sales and consumption of alcoholic beverages at 10 am and continue sales and consumption until 2:30 am. Operation shall cease at 3:00 am.

It is understood between the parties that the 10:00 am opening time is not a requirement, but may be used at the discretion of the Licensee.

Sidewalk Cafe/Summer Garden Hours: 10:00 am – 11:00 pm Sunday-Thursday
10:00am --midnight, Friday and Saturday.

4. Occupancy

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy:
75 seats

Sidewalk/Summer Garden: 14 seats

5. Noise

Licensee acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Licensee agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) The doors and windows of the premises will be closed no later than 11:00 pm Sunday –Thursday and 12:00 midnight Friday and Saturday.
- c.) Licensee agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- d.) Sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

- a.) Licensee shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Licensee 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. Licensee will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b.) Licensee agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.
- c.) Licensee agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
- d.) Licensee will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

a.) Licensee shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Licensee shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Licensee agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls

Licensee agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

10. Consideration of Neighbors

Licensee will encourage employees and patrons to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified only the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Prior Agreements Super-ceded.

Upon acceptance and approval of this New Settlement Agreement by the Alcoholic Beverage Control Board (the "ABC Board"), any and all prior agreements with ANC 1C and KCA shall be deemed super-ceded and shall have no further force and effect.

For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

13. Regulations

In addition to the foregoing, Licensee shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Licensee to the Board of Zoning Adjustment.

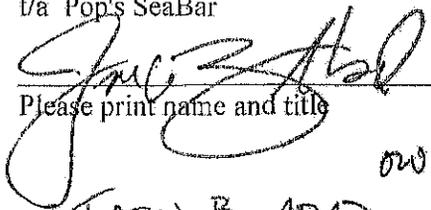
14. One Day Substantial Changes in Operation

Nothing in this agreement shall prevent the licensee from applying for a one day substantial change in operation as permitted in 23DCMR 716. Applicant further agrees to consult with the parties to this agreement in advance of such an application.

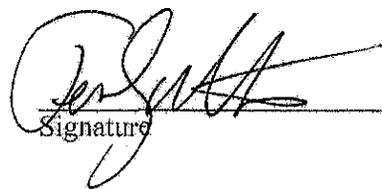
15. Availability of Settlement Agreement

Licensee agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

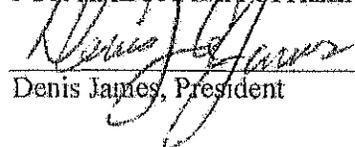
FOR Ahmed Ouhman Enterprises, LLC,
t/a Pop's SeaBar


Please print name and title
OWNER
JUSTIN B. ABAD
Signature
10/8/14
Date

FOR ANC 1C

Ted Guthrie ANC 1C(03)
Please print name and title

Signature
11/5/14
Date

FOR KALORAMA CITIZENS ASSOCIATION


Denis James, President
Date
10-8-2014