

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

In the Matter of:	)	
	)	
Pasha International, Inc.	)	
t/a Pasha Bistro	)	
	)	Case No. 10-PRO-00122
Application for Substantial Change	)	License No. ABRA-072743
to Retailer's Class DR License	)	Order No. 2010-552
at premises	)	
1523 17 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20036	)	

Pasha International, Inc., t/a Pasha Bistro ("Applicant")

Allen Greenberg and David Mallof, on behalf of A Group of Three or More Individuals ("Protestant")

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON AMENDED VOLUNTARY AGREEMENT AND WITHDRAWAL OF  
PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Pasha International, Inc., t/a Pasha Bistro, ("Applicant"), has submitted an Application for a Substantial Change to its Retailer's Class DR License located at 1523 17<sup>th</sup> Street, N.W., Washington, D.C. The Applicant and Allen Greenberg and David Mallof, on behalf of A Group of Three or More Individuals, entered into a Voluntary Agreement ("Agreement"), dated September 5, 2005, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board ("Board") to consider the Parties' Amendment to Voluntary Agreement ("Amendment"), dated November 3, 2010, in accordance with D.C. Official Code § 25-446 (2001).

**Pasha International, Inc.**  
**t/a Pasha Bistro**  
**License No. ABRA-072743**  
**Case No. 10-PRO-00122**  
**Page 2**

The official records of the Board reflect that the Parties have agreed to amend the original Agreement. The Applicant and Allen Greenberg and David Mallof, on behalf of A Group of Three or More Individuals, are signatories to the Amendment. The Amendment has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Amendment, all terms and conditions of the original Agreement not amended by the Amendment shall remain in full force and effect. This Agreement constitutes a withdrawal of the Protest filed by Allen Greenberg and David Mallof, on behalf of A Group of Three or More Individuals.

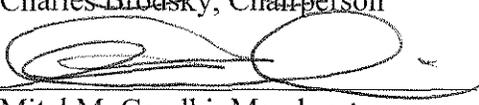
Accordingly, it is this 10<sup>th</sup> day of November 2010, **ORDERED** that:

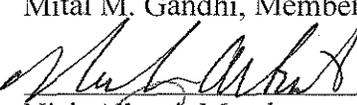
1. The Protest in this matter is hereby **WITHDRAWN**;
2. The Amendment to Voluntary Agreement by and between Pasha International, Inc., t/a Pasha Bistro located at 1523 17<sup>th</sup> Street, N.W., Washington, D.C., and Allen Greenberg and David Mallof, on behalf of A Group of Three or More Individuals, to the existing September 5, 2005 Agreement is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and Allen Greenberg and David Mallof, on behalf of A Group of Three or More Individuals.

**Pasha International, Inc.**  
**t/a Pasha Bistro**  
**License No. ABRA-072743**  
**Case No. 10-PRO-00122**  
**Page 3**

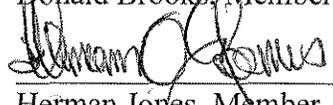
District of Columbia  
Alcoholic Beverage Control Board

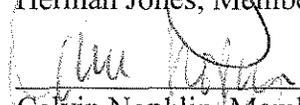
  
\_\_\_\_\_  
Charles Brodsky, Chairperson

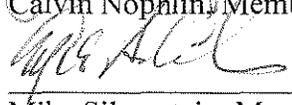
  
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Mital M. Gandhi, Member

  
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Nick Alberti, Member

  
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Donald Brooks, Member

  
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Herman Jones, Member

  
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Calvin Nophlin, Member

  
\_\_\_\_\_  
Mike Silverstein, 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., Third Floor, Washington, DC 20009.

FOR SETTLEMENT PURPOSES ONLY

## COOPERATIVE AGREEMENT AMENDMENT

This Agreement Amendment is made and entered into this 3<sup>rd</sup> day of November 2010 between the "Applicant," Pasha International, Inc., trading as Pasha Bistro (located at 1523 17<sup>th</sup> Street, NW, Washington, DC 20036), and the undersigned "Protestants" in Case No. 10-PRO-00122 before the Alcoholic Beverage Control (ABC) Board of Washington, DC. The Agreement Amendment supplements, and does not replace, the existing, in-force and valid voluntary cooperative agreement entered into on the 5<sup>th</sup> of September 2005 and accepted by order of the ABC Board on the 14<sup>th</sup> of September 2005.

The Protestants agree to the withdrawal of their protest and to support the Applicant's request for a Retailer's Class CR License. In exchange, the Applicant agrees to the following:

- o Except during special events where 17<sup>th</sup> Street, NW, is closed to vehicular traffic, and also for up to eight private events per year where the establishment is closed to all outsiders, only a server may provide alcohol to seated patrons inside or outside during alcohol-serving hours. All alcoholic drinks to be consumed in the public-space sidewalk café must be ordered while seated in such area from a server and shall be served by a server to those same patrons who are to remain seated there while consuming the alcoholic beverages. If a patron wishes to get up and has not finished his or her alcoholic beverage, the patron may do so, but must leave the unfinished alcoholic beverage at the table. No alcoholic beverages shall be transported to or from the interior of the restaurant to or from the public-space sidewalk café by patrons. During alcohol-serving hours, the consumption of food by patrons at each sidewalk café table shall be encouraged and food menus shall be offered to every seated patron before any orders shall be taken on public space.
- o No signs promoting alcoholic beverages shall be mounted or displayed in or near the patio area and all signs erected by the Applicant shall comply with all applicable District of Columbia regulations. Posting of full menus that include drink specials and signs that provide information about both food and alcoholic beverages, where at least 75% of the sign space is dedicated to providing information about food offerings, shall not constitute promotion for the purpose of this provision.
- o If in the future the glass façade separating the indoor and outdoor spaces are altered, the Applicant agrees to close the windows at the same times that the doors are required to be closed as specified in the existing voluntary agreement referenced above.

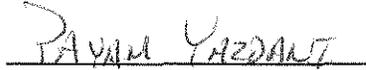
This Agreement Amendment is contingent upon the ABC Board incorporating it, without changes except if agreed to by the parties to it, and also the pre-existing voluntary agreement into the order issuing the license, which order is thereby conditioned upon compliance.

APPLICANT

Pasha International, Inc.



Signature

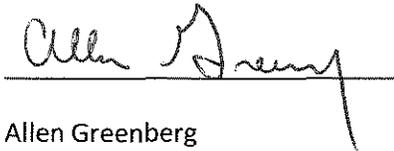


Printed Name

November 3, 2010

Date

PROTESTANT CO-CORDINATORS



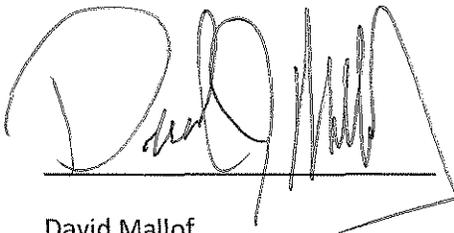
Allen Greenberg

November 3, 2010

Date

1526 17<sup>th</sup> Street, NW, Apt. 310

Washington, DC 20036



David Mallof

November 3, 2010

Date

1711 Q Street, NW

Washington, DC 20009