

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

In the Matter of:)	
)	
Kusam International, Inc.)	
t/a Stonefish Restaurant and Lounge)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-014073
)	Order No. 2013-600
at premises)	
1050 17 th Street, N.W.)	
Washington, D.C. 20036)	
)	

Kusam International, Inc., t/a Stonefish Restaurant and Lounge (Licensee)

Will Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kusam International, Inc., t/a Stonefish Restaurant and Lounge (Licensee), and ANC 2B have entered into a Settlement Agreement (Agreement), dated November 14, 2013, 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 and Chairperson Will Stephens and Commissioner Abigail Nichols, on behalf of ANC 2B, are signatories to the Agreement.

Kusam International, Inc.
t/a Stonefish Restaurant and Lounge
License No. ABRA-014073
Page 2

Accordingly, it is this 11th day of December, 2013, **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 7 (Modification and Transfer) – This entire Section shall be replaced with the following language: “Except as provided in D.C. Official Code §25-446(d)(2), this Agreement can be modified only by mutual agreement of the parties and approval of the ABC Board.”

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 and ANC 2B.

Kusam International, Inc.
t/a Stonefish Restaurant and Lounge
License No. ABRA-014073
Page 3

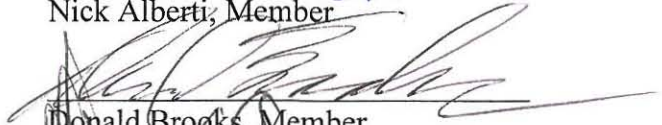
District of Columbia
Alcoholic Beverage Control Board



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.

SUPERSEDING SETTLEMENT AGREEMENT

THIS AGREEMENT, made, revised, and entered into this 14th day of November, 2013, by and between Kusam International, Inc., trading as Stonefish Grill (hereinafter the "Licensee"), and Advisory Neighborhood Commission 2B, (hereinafter the "Protestant") and superseding any previous agreements between the licensee and earlier protestants, witnesses:

Whereas, the licensee has long operated a restaurant at the current 1708 L Street address, now under the trade name Stonefish Grill, previously under the under the trade names of Ascot and Balletto (building address is 1050 17th ST NW),

Whereas the licensee has inaugurated a new restaurant model now known as Stonefish Grill,

Whereas, changes have occurred in DC policy and neighborhood conditions in the nine years since a previous settlement agreement (then called "voluntary agreement") was approved by the Alcoholic Beverage Control Board on April 7, 2004,

Whereas, the licensee operates under a ABC-Board-ordered security plan appropriate to its occupancy of 299, late hours and endorsements for both entertainment and dancing,

Whereas, because no neighbor complaints have come to the ANC recently, this agreement aims at preventing problems rather than correcting problems,

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, the Parties hereto desire to enter into a settlement agreement that supersedes any previous settlement agreement whereby (1) Licensee will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its license renewal application, and (2) Protestant will agree to the issuance of renewal of this license and withdrawal of the Protest provided that such agreement is incorporated into the Board's order renewing the license,

Whereas, the licensee has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

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

1. Hours. The hours of operation, sales and service, and entertainment shall be as follows but may include later closing hours for holidays as provided by DC law:
 - Sunday, Monday, Tuesday, Wednesday, Thursday: 11:30 a.m. to 2:00 a.m.
 - Friday, Saturday: 11:30 a.m. to 3:00 a.m.
2. Business exits. The Licensee shall make every reasonable effort to prevent and/or disperse loitering or any other source of noise or disturbance in the areas near the premises at closing and to cause patrons to leave those areas at closing. All patrons shall be cleared from the exit area by the applicant's employees within fifteen (15) minutes after closing.

ACW
11/13/13

3. Control of staff. All staff on the premises will be under the direct supervision of the licensee.
4. Noise, Music, and Dancing. Applicant acknowledges familiarity with and will comply with noise control provisions of 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. No outdoor music, live or taped, shall be heard or played.
5. Trash. Licensee shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as need to keep them free of trash from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.
6. Leaflets. Licensee shall not actively "leaflet" patrons at closing time and shall not allow those hosting events at the premises to "leaflet." For the purposes of this agreement, the term "leaflet" shall refer to the active or passive act of providing patrons with print advertisements, palm cards, flyers, or other similar materials for future events or promotions at the premises or other establishments.
7. Modification and Transfer. This agreement can be modified only upon written notice by the ABC Board, or by mutual agreement of all the parties and with written approval of the ABC Board. In the case of ANC 2B, Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written approval from ANC 2B.
8. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
9. Withdrawal of protest. Protestant agrees to the issuance of the substantial change to the license and the withdrawal of their protest provided that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

SIGNATURES ON NEXT PAGE

ANC
11/13/13


APPLICANT:
Kusam International, Inc.

By:

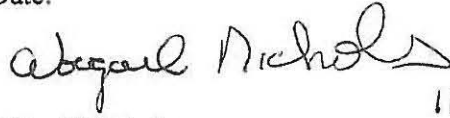
Rahul Arora
Stonefish Grill Restaurant, Kusam International,
Inc.

PROTESTANT:
Advisory Neighborhood Commission 2B

By:

 11/13/13
Will Stephens
Chairperson, ANC 2B


Date:

 11/13/2013
Abigail Nichols
Commissioner ANC 2B05
Date:

APPLICANT:
Kusam International, Inc.

PROTESTANT:
Advisory Neighborhood Commission 2B

By:

 11/14/13

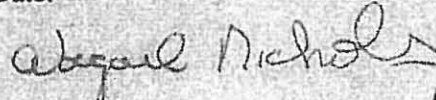
Rahul Arora
Stonefish Grill Restaurant, Kusam International,
Inc.

By:

 11/13/13

Will Stephens
Chairperson, ANC 2B

Date:

 11/13/2013

Abigail Nichols
Commissioner ANC 2B05

Date: