

Settlement Agreement, Stipulated Conditions and Order of the

Administrative Mediator Jeffrey Allen

Case No: RG09482225 (the "Case")

Subject Property: 8301 International Boulevard

Doc: 859496

Settlement Agreement and Conditions of Operating Restrictions

This agreement is contingent on the approval by the supervising officer of the OPD ABAT unit as well as the approval of the City Attorney's Office.

The Parties to this Stipulated Order are: the owner of record of 8301 International Boulevard, Oakland, California (hereinafter "the Property") Mohamed S. Mohamed; and his respective successors, heirs, transferees, partners, spouses. Gamil A. Hazem, the co-owner and partner of the business located at the Property pursuant to Alcoholic Beverage Control License number 480147; and his respective successors, heirs, transferees, partners, spouses. The plaintiff is the City of Oakland (hereinafter referred to as "City"). Michael Zatkin is the attorney of record for Mohamed S. Mohamed. Wayne Lampert is the attorney of record for Gamil A. Hazem.

The parties to this agreement now stipulate that, in lieu of a trial, the following terms will be adopted as the findings and order of the Mediator as Conditions of Operating Restrictions.

Conditions of Operating Restrictions

Effective Date: July 11, 2012, or Thirty days after signing

Effective Period: Conditions 1 and 6 shall be in effect for 180 days after the Effective Date, as determined under Condition 10 (the "Effective Period"). Conditions 3, 4, 5, 7, 8, and 9 shall be permanent. Condition 2 shall be in effect for 365 days after the Effective Date, with a review after 180 days from the Effective Date. If, in the City's discretion, the average number of service calls at the Property have not increased between the date of execution of this Agreement and the date of the review, Condition 2 will terminate 180 days from the Effective Date.

At the end of the Effective Period, if the Defendants are not in violation of any conditions, the Case will be dismissed without prejudice. These conditions touch and concern the use of the Property and shall run with the land and be binding on the current owners and interest holders and all successors in interest.

The continued use of the Property is authorized only pursuant to compliance with the following conditions:

1. Hours of Operation:

The hours of operation must end no later than 12:30 a.m. Sunday through Thursday (weekday nights), resuming the following morning no earlier than 7 a.m. The hours of operation must end no later than 2:00 a.m. on Friday and Saturday (weekend nights), resuming the following morning no earlier than 7 a.m.

2. Security Guard:

Defendants shall hire and maintain a licensed security guard compliant with BSIS standards, section 16240 of California Business and Professions Code ("B&P"), to be present at G&M Liquors between the hours of 10 p.m. until close of business on both Friday and Saturday (weekend) nights.

A. The security guard(s) shall maintain order at the Subject Property, prevent harassment of pedestrians, prevent loiterers and smoking within twenty feet of the building on the Property, prevent the sidewalk within twenty feet of the building on the Property from being blocked, and prevent activities which would interfere with the quiet enjoyment of the Property by customers, nearby residents, and owner(s) and occupant(s) of adjoining properties.

B. The security guard(s) shall request that all persons hanging around the exterior and the interior the Property with no apparent business for more than ten minutes leave the area.

C. The security guard(s) shall maintain a log documenting their patrols and efforts taken to reduce loitering.

D. The operators of any business on the Property shall not provide the loiterers any type of seating, including but not limited to milk crates and boxes. The operators shall immediately dismiss any employee who encourages the loiterers by providing seating, socializing with them, or other actions that encourage unlawful or nuisance activity.

E. The operators shall keep a loitering log, recording all efforts to reduce loitering. The log shall include descriptions of loiterers, dates and times of incidents and describe what action was taken by the operator and the response by the loiterer(s). A copy of this log shall be given to the Oakland Police Department's ABAT unit or Oakland City Attorney's Office on request.

F. Operator(s) shall not conduct any business transactions with individuals who loiter. Furthermore, loiters identified within the security guard log shall be refused service at all times and told to vacate the Property.

3. Surveillance System:

Owners and operators will install and regularly maintain an adequate, mechanical surveillance system operated by a High Speed Business DSL line with Static IP which will provide viewing capabilities from the Police Administration Building or the Eastmont Police Station. The camera(s) will be strategically placed to capture: (1) the length of the front of the building and sidewalk at 8301 International; (2) the length of the side of the building (8301 International) along the east sidewalk of 83rd Ave; and (3) the corner intersection of 83rd Ave and International that is directly adjacent to 8301 International Blvd (the southwest corner according to official maps of the City of Oakland). The surveillance system must be capable of storing data for a period of no less than 14 days.

4. Lighting:

Owners and operators will install adequate, mechanical lighting in strategic locations about the entire Property that provide facial recognition and "color rendering" up to 25ft. Specifically, the front portion and sidewalk of 8301 International must be illuminated in this manner, as well as the side portion and sidewalk along the property on 83rd Ave. Further, the lighting must illuminate the address of the Property at night and for emergency situations.

5. Nuisance reporting:

Operators shall not knowingly permit or allow drug activity, loitering, possession of firearms, tobacco smoking or consumption of alcohol on or in front of the Property. Operators must report all nuisance activity to the Police Department (with a Police Communication assigned "Incident Number") or ABC as stated in provisions B&P 25612.5. Calls made from the direct line "8301 International Blvd" for the purposes of reporting narcotic, nuisance, or criminal behavior will not be used against the "Owners or Operators" in administrative actions or legal proceedings. Also, owners and operators must fill out a monthly "Nuisance Activity Log" which will document all calls for police service regarding crime and nuisance activity occurring outside and inside the premises. This log (which memorializes the previous month's nuisance activity) must be sent via email, mail, or fax to OPD's ABAT Unit within seven days after each month. Owners and operators should mitigate nuisance activity about the Property as deemed reasonable. Posting of signs alerting the use of surveillance camera monitoring and prohibited activities may assist the operators in mitigating nuisance activity. Operators are allowed to possess weapons pursuant to local, state, or federal law.

6. Prohibited Items:

All sales of distilled spirits in 50ml, and 100ml bottles, containers, jugs, shots, etc.

must cease. Defendants have 30 days after the Effective Date to cease sales and storage of such inventory. Further, sales of flavored tobacco leaf rolling papers not filled with tobacco ("Blunt Wraps") must cease.

7. Participation in Neighborhood Crime Prevention Council meetings:

Owners or operators must participate in the City of Oakland's Neighborhood Crime Prevention Council ("NCPC") meetings on a regular basis with the specific NCPC group that serves the OPD beat where the Property is located. Owners or operators may contact OPD's ABAT unit, the local Problem Solving Officer, or the City Attorney's Office to obtain contact information and schedules for the NCPC meetings.

8. Façade Improvement

Owners or operators must improve the street façade of the Property. The improvements must provide for among other things: more natural light to enter the front windows, allow for increased visibility inside the store from the street, fresh light-colored paint to increase light reflection on the storefront. Also, the old sign that projects from the front of the façade must be repaired, repainted and all non-functioning light bulbs be replaced. Owners may do so by applying for a Street Façade grant from the City's Community Economic Development Agency (CEDA). The extent of requirements under this provision, Condition 8, are contingent on the owners or operators obtaining funding from CEDA for this purpose.

9. Employee Identification

Each employee shall possess valid identification at all times while on the premises.

10. Effective Period of Terms of Agreement:

This agreement will be effective (the "Effective Date") Thirty days after all parties agree and sign such agreement. Conditions 1 and 6 shall be in effect for 180 days after the Effective Date. Conditions 3, 4, 5, 7, 8, and 9 shall be permanent.

11. Violation of terms

Violation of any Condition of Operating Restrictions set forth in this stipulation during the Effective Period shall result in a one time, fourteen day written notice to cure. At any time before or after the expiration of the Effective Period and prior to dismissal of this case, if the City contends that nuisance activity has resumed at the Property, all parties agree to review the conditions with mediator Jeffrey Allen, at which time the City may (1) request that all or some of the conditions continue or resume as written, (2) request that the Court put the case back on the trial calendar, and (3) seek reimbursement from Owner(s) for enforcement costs and attorneys fees incurred by the City.


This Settlement Agreement may be executed in multiple counterparts. A facsimile or scanned signature shall have the same force and effect as an original signature.

It is So Agreed and Stipulated by the Parties:

Dated:

6/6/12


Signed:


Mohamed S. Mohamed
Licensee

Dated:

6/6/2012

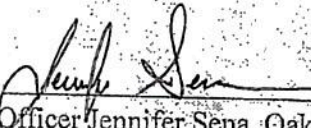
Signed:


Abdul Murshed (Attorney in fact for Gamil Hazem)

Dated:

6/12/12


Signed:


Officer Jennifer Sena, Oakland Police Dept.

Dated:

6/6/2012

Signed:


Michael Zatzkin
Attorney for Mr. Mohamed

Dated:

06/05/12


Signed:


Wayne Lampert
Attorney for Mr. Hazem

Dated:

6/13/12

Signed:


Elias Ferran
Deputy City Attorney, City of Oakland