

CITY OF MINNEAPOLIS
LICENSES & CONSUMER SERVICES
350 SOUTH 5TH STREET, ROOM 1-C, CITY HALL
MINNEAPOLIS, MN 55415

In the Matter of:

LICENSE SETTLEMENT AGREEMENT

The Business Licenses held by
Bander Beyla, Inc., Mahmood Shere
Ahmed and Burham Shire d/b/a
Chicago Food & Deli.

L155-50463 Grocery; L149-50600 Food Manufacturer; L159-50659 Restaurant
and L022-50640 Tobacco Dealer

WHEREAS, the City of Minneapolis Division of Licenses & Consumer Services has instituted adverse license proceedings against the business licenses held by Bander Beyla, Inc., Mahmood Shere Ahmed and Burham Shire (the "Licensee") d/b/a Chicago Food & Deli at 2500 Chicago Avenue South by means of filing a Notice and Order for Hearing in the State of Minnesota Office of Administrative Hearings dated October 13, 2010, OAH Docket No. 8-6010-21623-3; and

WHEREAS, the Notice and Order for Hearing alleged numerous bases to support the imposition of adverse license action against said business licenses; and

WHEREAS, the Licensee, through its counsel, has contested the legal and factual basis supporting the imposition of adverse license action, and

WHEREAS, with the advice and approval of counsel, both parties have jointly offered to compromise and resolve all claims subject to the Notice and Order for Hearing for good and lawful consideration;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed that all parties recommend the following terms of settlement be adopted:

1. **Fine.** On or before April 1, 2011, the Licensee shall remit a civil penalty in the amount of \$1,000.00 payable to "City of Minneapolis - Finance Department."

2. **Temporary closure.** On or before April 1, 2011 the Licensee shall close the establishment doing business as Chicago Food & Deli at 2500 Chicago Avenue South for a period consisting of three (3) consecutive and complete business days. The establishment shall be completely closed to any business and no members of the public shall be allowed to enter the facility. The closure must occur on days the establishment is normally open for business and advance notification of the days selected for closure shall be provided at least seven (7) days prior to the closure to Inspector Julie Casey at 612-673-3905 or Julie.casey@ci.minneapolis.mn.us.
3. **License withdrawal.** Prior to the close of the temporary closure period described above, the current business licenses for the premises shall be withdrawn by the Licensee.
4. **New corporation & sole proprietorship.** Upon completion of the closure period referenced above, and upon completion of all necessary documentation and compliance with any other requirement of application, the Chicago Food & Deli location will be granted a new license under a new corporate and d/b/a name, to be held by a corporation of which Mahamood Shere Ahmed is the sole owner and shareholder. As sole owner and proprietor at the location, Mahamood Shere Ahmed agrees that he will be held ultimately responsible for any violations of MCO § 259.250(1)(a)-(l) occurring after the granting of new business licenses at the establishment by any employees, regardless of whether he possesses direct or indirect knowledge thereof, to the extent provided by MCO § 259.250(3). For a period lasting until April 1, 2012, Mahamood Shere Ahmed shall not negotiate or transfer any ownership shares or license interest in the establishment without first seeking and obtaining the approval of the City of Minneapolis. This section shall in no way absolve Mahamood Shere Ahmed from complying with any license application or requirements imposed by the City of Minneapolis or law.
5. **Burham Shire to relinquish all interests.** Prior to the execution of this Agreement, Burham Shire shall have fully relinquished any ownership, proprietary, employment, or beneficial interest in the establishment doing

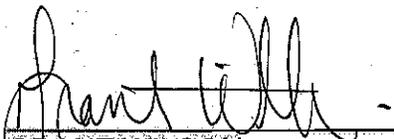
business as Chicago Food & Deli. As a condition of the licensure of any future corporation or establishment doing business at the premises in which Mohamood Shere Ahmed holds any interest whatsoever, Burham Shire shall not be allowed to hold any interest whatsoever in said establishment and shall not be allowed to be present or to remain on the premises for any reason. Should Burham Shire appear or attempt to appear on the premises, Mohamood Shere Ahmed shall cooperate with the Minneapolis Police Department in issuing a trespass notice to Mr. Shire and in any subsequent enforcement of the trespass notice.

6. **Divestment.** Mohamood Shere Ahmed shall, on or before May 15, 2011, completely divest himself of any ownership, license or beneficial interest in the establishment doing business as "West Bank Grocery" located at 417 Cedar Avenue South and shall hold no other interest in any other similar licensed establishment in Minneapolis (with the exception of the Chicago Food & Deli location) for a minimum period lasting until April 1, 2012. Any such divestment shall have no affect on the City's ability to pursue additional adverse license action against any remaining licensees or partners in West Bank Grocery, if supported by law. Any application received from Mohamood Shere Ahmed after such period seeking licensure or an ownership interest in any additional and similar licensed establishments will be reviewed and decided upon by the City of Minneapolis with reference to existing legal standards as well as the applicant's level of compliance with this Agreement and with any other related statutes, ordinances or laws.
7. **Additional Conditions.** Ahmed agrees to the Additional Conditions attached hereto and marked as Exhibit A.
8. **Effective date.** This Settlement Agreement shall not become effective until and unless approved and published by the City Council of the City of Minneapolis.
9. **Right to Withdraw.** In the event the City Council of the City of Minneapolis fails to approve the Settlement Agreement or imposes additional terms and conditions that are deemed unacceptable by Mahamood Shere Ahmed, Mr. Ahmed shall have the right to withdraw from the Settlement Agreement and

the parties shall proceed with an Administrative Hearing before an Administrative Law Judge.

Bander Beyla, Inc. and Mahamood Shere Ahmed understand that the holding of a business license in the City of Minneapolis is both a privilege and a responsibility, and, as such, it is understood that there is a minimum standard that must be met in order to hold such a license. Furthermore, it is understood that a license holder is responsible to ensure that its business operates in compliance with all applicable laws, ordinances, and regulations. It is understood that compliance with this Settlement Agreement is a requirement for continuing to hold a business license and that failure to comply with this Agreement or any conditions of licensure may result in the institution of additional adverse license action. It is understood that this Agreement will not become effective until and unless it is approved and published by the City Council of the City of Minneapolis.

I have read and understand this Settlement Agreement and concur with its terms. Based upon the foregoing, this agreement is FREELY & VOLUNTARILY ENTERED INTO IN GOOD FAITH:


GRANT WILSON
Deputy Director of Licenses,
City of Minneapolis

Dated: 3/9, 2011


MAHAMOOD SHERE AHMED
Principle Officer,
Bander Beyla, Inc.

Dated: 03/09, 2011

EXHIBIT A

ADDITIONAL CONDITIONS

1. A "No Trespassing" sign will be clearly posted on the exterior of the business. The business understands that pursuant to M.C.O. § 259.250(1)(i) it has a duty to take appropriate actions to prevent loitering on the business premises. Appropriate actions shall include, but are not limited to, staff requesting anyone observed loitering on the premises or within the immediate vicinity of the store entrance to leave and to utilize 911 to request police assistance to disperse any loiterers refusing to leave. Any individual observed for a period of time in excess of fifteen (15) minutes without making any purchases or engaging in any shopping or legitimate business activity or interaction may be deemed to be loitering. The business shall at all times cooperate with the police and any prosecutorial agencies in the prosecution of any criminal activity occurring on the premises.
2. The business agrees to purchase all products sold on the premises from wholesale or retail operations recognized by the City of Minneapolis or the State of Minnesota. Invoices for all products purchased within the last 90 days will be maintained on the premises and made available to the Business License, Environmental Health and Police departments upon request.
3. All customers under the age of 27 must provide proof of age through a photo identification card issued by a government authority for purchase of any alcohol or tobacco products. The business will supply either a calendar listing the date individuals turn 18 years of age or an identification card scanner. These items shall be used in every transaction involving the sale of alcohol and tobacco products.
4. The business understands Minneapolis ordinance prohibits the sale of single cigarettes.
5. The business agrees not to sell the following items that are commonly used by drug users and dealers: plastic or zip lock bags smaller than sandwich size, blunts, glass pipes, steal wool products (specifically "Chore Boy"), tobacco/postal scales, paper rolling devices, tobacco pipes, and single use tobacco products. The business will not supply matches to non-tobacco customers.
6. Persons working at the business shall wear name tags at all times.
7. The business will maintain Workers' Compensation insurance at all times in compliance with Minnesota State Statutes. The business understands that they will notify the Business License Division any time there is a change in the requirement for worker's compensation insurance or a change in the policy.

8. The sale of goods considered to be formerly used items requires a second hand goods license. The business will not sell second hand goods without first obtaining the required license.
9. All license applications and renewals submitted by the business shall contain true and correct information concerning the ownership, conduct of the business or other requested information. The business understands that the submission of false or fraudulent information will be subject to revocation of all business license.
10. The business will comply with the policies and ordinances in regard to surveillance cameras. The surveillance camera shall be in operating order at all times.
11. The business will have operating hours as specified in the Minneapolis Zoning codes which states: Sunday through Thursday, 7:00a.m. to 10:00p.m. and Friday and Saturday, 7:00a.m. to 11:00p.m.