

## **SETTLEMENT AGREEMENT**

The City of Saint Paul (the “City”), Department of Safety and Inspections (“DSI”) and Hana Co., d/b/a Premium Stop (“Hana Co.”)<sup>1</sup> enter into this Settlement Agreement as outlined below.

WHEREAS, Hana Co. holds Cigarette/Tobacco and Gas Station licenses (#20030003402) issued by the City for the Premium Stop premises located at 1529 White Bear Avenue (“Licensed Premises”); and,

WHEREAS, Bilal Alsadi is an owner/officer of Hana Co.; and

WHEREAS, pursuant to Saint Paul Legislative Code §310.06 (b) states:

“The terms “licensee” or “applicant” for the purpose of this section shall mean and include any person who has any interest, whether as a holder of more than five (5) percent of the stock of a corporation, as a partner, or otherwise, in the premises or in the business or activity which are licensed or proposed to be licensed.”

WHEREAS, on May 6, 2022, a complaint-related compliance inspection was conducted by City staff during which flavored tobacco products inventory was found hidden in file cabinets; and,

WHEREAS, Saint Paul Legislative Code § 324.07(f) states, “No person shall sell, offer for sale, or otherwise distribute and flavored products”; and,

WHEREAS, DSI asserted that the amount of hidden flavored tobacco products discovered and the blatant and willful disregard for ordinance warranted an upward departure in the penalty matrix to revocation of Hana Co.’s Cigarette/Tobacco license; and,

WHEREAS, Hana Co. admitted to the violation of Saint Paul Legislative Code § 324.07(f); and,

WHEREAS, Hana Co. asserted that the prohibited flavored products that were the subject of this adverse action were not purchased by Hana Co., but rather by an employee of Hana Co. who was selling the products in a clandestine manner without the knowledge, direction, or consent of Hana Co. or its owner Bilal Alsadi (“Alsadi”); and

WHEREAS, as part of ongoing discovery, Hana Co. produced invoices for the Licensed Premises for the timeframe of the incident which have been examined by the City and DSI; and

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<sup>1</sup> The City, DSI, and Hana Co. are at times jointly referred to as “the Parties.”

WHEREAS, these invoices produced do not show that Hana Co. was ordering prohibited flavored tobacco products from its distributors; and

WHEREAS, DSI believes that a camera condition on Hana Co.'s Cigarette/Tobacco license would allow Alsadi to monitor the Licensed Premises, provide him with a clearer understanding as to what occurs on the Licensed Premises, and deter these types of activities in the future; and

WHEREAS, the Parties agree that this Settlement Agreement will provide certainty regarding the violation and accompanying penalties; and,

WHEREAS, the Parties agree that settling this matter as described below is beneficial to all Parties; and

WHEREAS, the Parties knowingly and voluntarily enter into this Settlement Agreement;

NOW THEREFORE, in consideration of the terms herein set forth:

1. The City agrees to amend the requested revocation downward to the presumptive penalty of a 10-day suspension; and,
  2. Hana Co. agrees to serve a 10-day suspension of its Cigarette/Tobacco license beginning at 12:01 a.m. on XX/XX/XXXX and ending at 11:59 p.m. on XX/XX/XXXX; and,
  3. Hana Co. agrees to sign the License Conditions Affidavit dated XX/XX/XXXX; and agrees to the imposition of the following license condition upon its Cigarette/Tobacco License:
    1. License holder will create a video surveillance camera and lighting placement plan (video surveillance plan) for the interior and exterior of the licensed premises. License holder will submit the video surveillance plan to the Saint Paul Police Department (SPPD) liaison with the Department of Safety and Inspection (DSI) for review and approval. In accordance with the approved video surveillance plan, license holder will ensure that video surveillance camera system is in good working order, ensure it is recording 24 hours per day, ensure it can produce recorded surveillance video in a commonly used, up-to-date format, and ensure that accurate date and time of day are visible on all recorded video. License holder will retain surveillance video for a minimum of thirty (30) days. If an incident is deemed serious by SPPD, license holder shall make surveillance video immediately available for viewing by SPPD. If a copy of the surveillance video for a serious incident is requested by SPPD, license holder shall have the technology, materials and staff available to immediately make the copy. In all other cases, license holder shall provide a copy of the surveillance video to the requestor within 48 hours.
- and;

4. The Parties agree that this is a first violation under the Saint Paul Legislative Code Chapter 324 penalty matrix.

Date: \_\_\_\_\_  
Bilal Alsadi, Officer/owner Hana Co.

Date: \_\_\_\_\_  
Eric Hudak, Licensing Manager, City of Saint Paul