

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

**In the Matter of:** )  
 )  
A Modo Mio, Inc. )  
t/a Et Viola! )  
 )  
Holder of a ) License No. 78332  
Retailers Class "CR" License ) Order No. 2008-266  
at premises )  
 )  
5120 MacArthur Boulevard N.W. )  
Washington, D.C. )  
 )

A Modo Mio, Inc., t/a Et Viola!, Licensee

Alma H. Gates, Vice-Chairperson, Advisory Neighborhood Commission 3D

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON FIRST AMENDMENT TO VOLUNTARY AGREEMENT**

The Licensee and Advisory Neighborhood Commission (ANC) 3D (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated June 4, 2008 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' First Amendment to Voluntary Agreement (First Amendment) in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement to reflect that the Hours of Operation and Sale apply to the inside and the outside of the establishment and to correct a typographical error regarding those hours, specifically, the Agreement should read, 12:00 A.M., not 12:00 P.M. Both the Licensee and ANC 3D are signatories to the First Amendment. The First Amendment has been reduced to writing and has been properly executed and filed with the Board. All terms and conditions of the original Agreement not amended by the First Amendment shall remain in full force and effect.

**A Modo Mio, Inc.,  
t/a Et Viola!  
License No. 78332  
Page Two**

Accordingly, it is this 1st day of October 2008, **ORDERED** that:

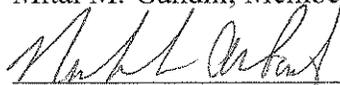
1. The above-referenced First Amendment to Voluntary Agreement between A Modo Mio, Inc., t/a Et Viola!, located at 5120 MacArthur Boulevard N.W., Washington, D.C., and ANC 3D is **APPROVED**;
2. This First Amendment is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Licensee and to ANC 3D.

District of Columbia  
Alcoholic Beverage Control Board

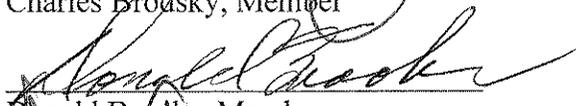
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Peter B. Feather, Chairperson

  
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Judy A. Moy, Member

  
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Mital M. Gandhi, Member

  
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Nick Alberti, Member

  
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Charles Brodsky, Member

  
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Donald Brodks, Member

  
\_\_\_\_\_  
Herman Jones, Member

ADVISORY NEIGHBORHOOD COMMISSION 3D05  
4911 Ashby Street, NW  
Washington, DC 20007

GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION

2008 AUG 27 P 4: 28

REC'D BY 

August 20, 2008

Mr. Peter Feather  
Chair  
Alcohol Beverage Control Board  
941 North Capitol Street, NE  
Washington, DC 20002

RE: License # 78332 – Retailers “C” Restaurant  
Licensee: A Modo Mio, Inc.  
Trade Name: Et Voila!  
5120 MacArthur Boulevard, NW  
Washington, DC 20016

Dear Mr. Feather and Members of the Board:

I have been contacted by Claudio Pirollo, President of Et. Voila! asking for two changes to their existing approved Voluntary Agreement under the *Hours of Operation and Sales*.

3. *Hours of Operation and Sales*. The Applicant's hours of operation and for selling and serving alcohol **inside and outside** shall be as follows:

Sunday 11:00 a.m. – 10:30 p.m.  
Monday through Thursday 11:00 a.m. – 11:00 p.m.  
Friday and Saturday 11:00 a.m. – 12:00 **a.m.**

The changes include the addition of the phrase “inside and outside” and correction of the typo under Friday and Saturday 11:00 am – 12:00 a.m. which was previously “12:00 p.m.”

I enclose a copy of the agreement incorporating the requested changes for your consideration and approval.

Sincerely,



Alma H. Gates  
ANC 3D05

cc: Claudio Pirollo

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 4th day of June, 2008 by and between A Modo Mio, Inc. t/a Et Voila! ("Applicant"), and Advisory Neighborhood Commission ("ANC 3D"), (collectively, the "Parties").

### WITNESSETH

WHEREAS, Applicant has received liquor License Class C #78332 for a business establishment ("Establishment") located at 5120 MacArthur Boulevard, NW, Washington, DC ("Premises"); and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to DC Official Code §25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant shall manage and operate a catering firm, restaurant and sidewalk café with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and for selling and serving alcohol inside and outside shall be as follows:  
  
Sunday 11:00 a.m. – 10:30 p.m.,  
Monday through Thursday 11:00 a.m.– 11:00 p.m.,  
Friday and Saturday 11:00 a.m. – 12:00 a.m.
4. ***Parking/Valet Arrangements.*** It is a principal concern of ANC 3D that the Applicant's operation of Et Voila! does not create or exacerbate parking problems within the immediate ANC boundaries. To that end the Applicant shall ensure that its management, employees and vendors park legally at all times and in compliance with the posted parking regulations of the District of Columbia.

5. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Et Voila! Restaurant and sidewalk café are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed if live music is being played at the establishment. If necessary, Applicant shall take reasonable steps to reduce noise emanating from the opening of the entry or exit doors. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. All trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m., Monday thru Friday, and 9:00 a.m. and 6:00 p.m. on Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays.
9. **Rats and Vermin Control.** Applicant shall keep those areas adjacent to the trash dumpster and rear access areas, reasonably clean and free of garbage, grease and litter. Applicant shall provide rat and vermin control for its property and shall provide proof of its rat and vermin control contract upon the request of ANC 3D. Applicant shall ensure that there are not odors from the trash dumpster.
10. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to ANC 3D that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC 3D shall have standing to ask the ABC Board to enforce any violations of this agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to petition the ABC Board for issuance of an Order to Show Cause, pursuant to DC Code §25-447 (2001), to gain Applicant's compliance with the terms of this Agreement and ABRA regulations. Applicant also specifically agrees to be the sole owner of the ABC license.
11. **Notice and Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code §25-447. Notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other Parties to this Agreement.

Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**ADVISORY NEIGHBORHOOD COMMISSION 3D:**

Alma H. Gates  
By: Printed Name

Alma H. Gates  
Signature

**APPLICANT:**

Et. Voila!  
Establishment's Name

Mickael Cornu, Co-Owner DIRECTOR  
By: Printed Name/Title

[Signature]  
Signature

Claudio Pirollo, Co-Owner (President)  
By: Printed Name/Title

[Signature]  
Signature