

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

**In the Matter of:**

A Modo Mio, Inc.  
t/a Et Voila

Holder of a  
Retailer's Class CR License

at premises  
5120 MacArthur Blvd, N.W.  
Washington, D.C. 20016

License No.: ABRA-078332  
Order No.: 2016-462

A Modo Mio, Inc., t/a Et Voila (Licensee)

Thomas M. Smith, Chairperson, Advisory Neighborhood Commission (ANC) 3D

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that A Modo Mio, Inc., t/a Et Voila (Licensee), and ANC 3D have entered into a Settlement Agreement (Agreement), dated May 4, 2016, 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 Thomas M. Smith, on behalf of ANC 3D, are signatories to the Agreement.

Accordingly, it is this 27th day of July, 2016, **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 modifications:

Section I(a) (Nature of Business) – The term “Parties” shall be replaced with the term “neighborhood.”

Section I(c) (Parking/Valet Arrangements) – The last sentence shall be modified to read as follows: “To that end the Applicant shall ensure that its management and employees park legally at all times and in compliance with the posted parking regulations of the District of Columbia. The Applicant shall not accept deliveries from vendors who park illegally and are not in compliance with the posted parking regulations of the District of Columbia.”

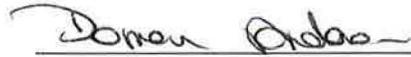
Section I(f) (Rats and Vermin Control) – The language “upon the request of ANC 3D” shall be replaced with the language “upon request of the Board.”

Section II (License Ownership and Compliance with ABRA Regulations) – The language “to petition the Board for issuance of an Order to Show Cause,” shall be replaced with the language “to file a complaint with the Board.”

Section III (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “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 filing a complaint with the Board as provided by D.C. Official Code § 25-447.”

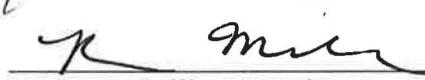
2. The parties have agreed to these modifications.
3. This Settlement Agreement replaces and supersedes previous Agreements between the parties; and
4. Copies of this Order shall be sent to the Licensee and ANC 3D.

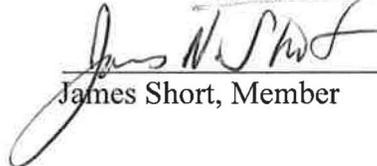
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
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Mike Silverstein, Member

  
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Ruthanne Miller, Member

  
\_\_\_\_\_  
James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 4th day of May, 2016 by and between A Modo Mio, Inc. T/A Et Voila! (“Applicant”), and Advisory Neighborhood Commission (“ANC 3D”), (collectively, the “Parties”).

### W I T N E S S E T H

WHEREAS, Applicant has received Liquor License Class C #078332 for a business establishment (“Establishment”) located at 5120 MacArthur Boulevard, NW, Washington, DC (“Premises”); and

WHEREAS, the Parties are desirous of entering into a Settlement 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; (ii) pedestrian safety and vehicular traffic; and (iii) the property values of residential properties in the immediate surrounding neighborhood.

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

- I. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
  - a. ***Nature of the Business.*** The Applicant shall manage and operate a catering firm, restaurant and sidewalk café with an emphasis on food at 5120 MacArthur Boulevard, NW. The Certificate of Occupancy shall provide for combined total occupant load both inside and outside the restaurant of 93. Any change to this model shall be of great concern to the Parties which they may bring to the ABC Board’s (“Board”) attention. Any change in operations requires prior Board approval.
  - b. ***Hours of Operation and Sales.*** The Applicant’s hours of operation and for selling and serving alcohol both 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.

- c. ***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.
- d. ***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 Et Voila! are not audible to those living in adjacent residential properties. An Entertainment Endorsement for Et Voila! is not included in this Settlement Agreement. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
- e. ***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.
- f. ***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.

- II. ***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 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 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.
- III. ***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 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 Board or any other enforcement action.
- IV. **Entire Agreement:** This Agreement sets forth the entire understanding of the Parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the Parties to this Agreement other than those expressly set forth herein.

By:

A handwritten signature in cursive script, appearing to read "Thomas M. Smith".

Thomas M. Smith, Chair  
Advisory Neighborhood Commission 3D  
PO Box 40846  
Palisades Station  
Washington, DC 20016

A handwritten signature in cursive script, appearing to read "Claudio Pirollo".

Claudio Pirollo, Owner  
Et Voila!  
5120 MacArthur Boulevard, NW  
Washington, DC 20016