

MALLIOS & O'BRIEN
2600 Virginia Avenue, NW
Suite 406

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION
(202) 625-7700

★ ★ ★



**PETITION TO UNILATERALLY AMEND OR TERMINATE A SETTLEMENT
AGREEMENT**

OFFICIAL USE ONLY

Date Accepted:		Accepted by:					
Date Approved by Board / /	Initial: →						
Date Denied by Board / /	Initial: →						
Have four years elapsed since the date the Board approved the settlement agreement(s)? Settlement Agreement 1: <input type="checkbox"/> YES <input type="checkbox"/> NO; Settlement Agreement 2: <input type="checkbox"/> YES <input type="checkbox"/> NO (If the answer is 'NO', then the settlement agreement is not eligible for amendment or termination).							
Is this petition being submitted with a renewal application and during the licensee's renewal period? <input type="checkbox"/> YES <input type="checkbox"/> NO (If the answer is 'NO', then the settlement agreement is not eligible for amendment or termination).							

TO BE COMPLETED BY APPLICANT

1. Licensee Name (Last, First, Middle): EATONVILLE, INC.		2. Trade Name: MULEBONE	
3. Current License Class: CR		4. License Number: 078882	
5. Address 2121 14th Street, NW	City Washington	State DC	Zip Code 20009
6. Telephone Number: 202-332-9672	7. Email		
8. I have attached the settlement agreement or settlement agreements that I wish to amend or terminate to this petition. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
9. List the date(s) the Board approved the settlement agreement(s): July 21, 2009			
10. What action would you like the Board to take regarding your settlement agreement(s)? <input checked="" type="checkbox"/> TERMINATE <input type="checkbox"/> AMEND <i>If you are seeking to amend your settlement agreement(s), provide the alternative settlement agreement you wish to have attached to your license on a separate sheet of paper.</i>			
12. List the parties or signatories to the settlement agreement(s) that you wish to amend or terminate. William Girardo			

13. Have you made a diligent effort to locate and contact the parties or signatories to the settlement agreement(s)? ☒ YES ☐ NO

14. Describe your efforts to contact or locate the other parties and the date(s) that your attempts occurred. Attach any supporting documentation (e.g., letters sent through certified mail, emails, etc.).

William Girardo previously advised the Board that he has moved from the building housing the licensed premises. Licensee's investigation determined that Mr. Girardo now resides at 4011 4th Street, N.W. A letter advising Mr. Girardo of the licensee's intention to seek termination of the subject agreement was transmitted on March 17, 2016. To date of this filing, no response has been received.

15. Choose at least one (1) of the following:

☐ (1) I affirm that I was able to locate and contact the other parties, and the parties attempted to negotiate an amendment to the settlement agreement(s) either through an in-person meeting or through other means, but such efforts were unsuccessful.

☒ (2) I affirm that I was able to locate and contact the other parties, but the other parties refused to meet or negotiate an amendment to the settlement agreement(s)

☐ (3) I affirm that despite my best efforts, I could not locate or contact the other parties to the settlement agreement(s)

16. Describe how you accomplished the statement or statements that you selected (e.g., date of meeting) in question 15 and your attempts to negotiate an amendment to your settlement agreement in good faith. Attach any supporting documentation (e.g., emails, letters, etc.). If you checked box (3) in question 15, write N/A.

See attached letter of March 17, 2016

17. Describe the circumstances beyond your control and any changes in the neighborhood that require the amendment or termination of your settlement agreement(s).

Sole party to Voluntary Agreement was an individual who then resided directly above the licensed premises. That individual has moved to a location remote from the premises and its neighborhood.

18. Provide a detailed explanation as to whether amending or terminating your settlement agreement(s) will have an adverse impact on the relevant locality, section, or portion of the District where your establishment is located.

As the sole beneficiary of the Voluntary Agreement has moved to a location miles from the licensed premises, no adverse impact on that beneficiary will ensue from termination.

If applicant is a Sole proprietor, the individual must sign, if Partnership, each partner must sign, if Corporation, President or Vice President must sign, if LLC, managing member must sign the below certification.

19. "Certification: I hereby certify under penalty of perjury that the information in this application is true and correct. I also certify that the above licensee is the true and actual owner of the business." Print your name and have your signature notarized.

SHEILA MCDOWELL
District of Columbia Notary Public
My Commission Expires July 14, 2017

Printed name: Anas Shallal

Signature: [Signature]

Subscribed and sworn to before me on this 25 day of Nov, 2016

Notary Public

My commission expires on _____

Printed name: _____

Subscribed and sworn to before me _____

My commission _____

Signature _____

on this _____ day of _____, 20____

Notary Public

expires on _____

Printed name: _____

Subscribed and sworn to before me _____

My commission _____

Signature _____

on this _____ day of _____, 20____

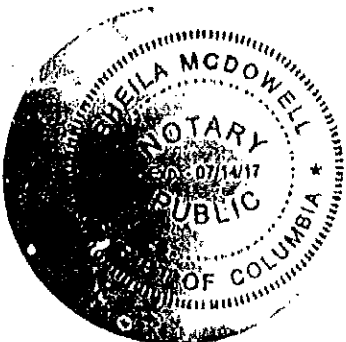
Notary Public

expires on _____

8. In what language do you need vital documents translated?

SPECIAL NOTICE

The District of Columbia will provide the appropriate services and auxiliary aids, including sign language interpreters, whenever necessary to ensure effective communication with members of the public who are deaf, hearing impaired or who have other disabilities affecting communications. Requests for services and auxiliary aids should be made at least ten (10) days prior to any scheduled hearing. Please notify the ADA Coordinator at (202) 442-4423.



Voluntary Agreement Concerning Issuance of License

Eatonville Restaurant

JUL 20 2009 A 9:35

THIS AGREEMENT made and entered into this 21 July 2009, by and between Eatonville Restaurant (Applicant) and William Girardo witnesses:

Whereas Applicant has filed application 07882 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a Class "C" license for premises to be known as Eatonville, and located at 2121 14th St NW Washington, DC 20009 (premises);

WHEREAS, Protestant is William Girardo (name the protesting organization), who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. 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.;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement;

WHEREAS, the Parties acknowledge that the Applicant is a lessor of retail space of a portion of a Commercial Condominium Unit within The Flats at Union Row, A Condominium, and as such the Parties are subject to the rights afforded by the Declaration and Bylaws, as recorded, of The Flats at Union Row, A Condominium, and further if any conflict exists or arises between this Voluntary Agreement and the Declaration and Bylaws, the Declaration and Bylaws take precedence; and

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. NATURE OF THE BUSINESS. The Applicant will manage and operate a restaurant with an emphasis on food [and a limited variety of live entertainment] as noted below. 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.

2. **NOISE.** Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 20. All noise played in the premises will be in accordance with DCRA requirements. Live music will be permitted inside the business only, and performances must be completed by 10PM. No music will be permitted in summer garden. The entrance door and windows (excluding the summer garden) of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. Applicant agrees to implement additional measures to aid in the mitigation of noise from the Premises, monitor music levels and keep the soundboard in accordance with DCMR 20.
3. **SAFETY & SECURITY.** Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files. Applicant agrees to notify Protestant and the Union Row Board in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.
4. **FOOD AND ALCOHOL SERVICE.** Applicant hours will be permitted by law of license assigned except summer garden hours will be 9AM – Midnight – seven days per week. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.
5. **TRASH/GARBAGE/RODENTS.** Applicant, to the extent of its control, will keep trash and oil barrels off public space, provided that trash and recycling pick-up shall not apply. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant, to the extent of its control, shall request that its trash and recycling contractors pick trash and materials no earlier than 7:00 a.m. and no later than 6:00 p.m.
6. **CAPACITY.** Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
7. **PARKING.** Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

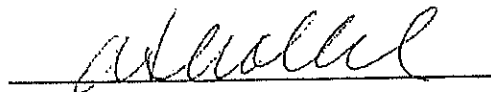
2009 JUL 22 1002
DISTRICT OF COLUMBIA
REGISTRATION

8. TRANSFERABILITY. Applicant shall provide Protestant with forty-five days notice of intent to transfer the Class CR license for premises.
9. MODIFICATION OF VOLUNTRY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.
10. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.
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 or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty 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. Unless otherwise noted above, any 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 at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

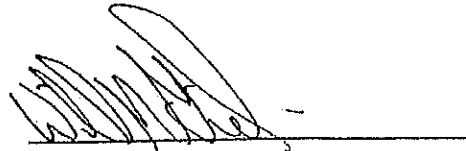
If to Applicant: Andy (Anas) Shallal, 2121 14th Street NW – Washington DC 20009.

If to Protestant: William Girardo, 2125 14th Street NW – Washington DC 20009

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestant agrees to the issuance of a Class CR License to the Applicant, and withdraws his protest, provided that this agreement is incorporated into the ABC Board's issuing a CR License, the issuance of which is conditioned upon compliance with the Voluntary Agreement.



Andy Shallal, for Eatonville Restaurant



William Girardo

According, on this 21 day of July 2009, it is ordered that the Voluntary Agreement between the Applicant and the Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR License

NOTICE
OF
CANCELLATION
OF
LICENSING

Anderson, Tesha (ABRA)

From: Jenkins, Martha (ABRA)
Sent: Wednesday, February 19, 2014 1:46 PM
To: Berman, Jonathan (ABRA); Anderson, Tesha (ABRA)
Subject: Fw: 2/19/14 Eatonville Hearing

Please let the Board know. Thank you.

Look out for the homeless this winter. When the actual or forecasted temperature or wind chill is 32°F or below, the District issues a Hypothermia Alert. To request support for DC residents who are homeless and on the street now, contact the Shelter Hotline at 1-800-535-7252 or 311 or email uposh@upo.org.

----- Original Message -----

From: William Girardo
To: Jenkins, Martha (ABRA); Stephen J. O'Brien <sobrien@malliosobrien.com>
Cc: 'Anas Shallal'
Sent: Wednesday, February 19, 2014
Subject: 2/19/14 Eatonville Hearing

Hello everyone,

~~We will not be attending today's ABRA hearing. We have moved out of the apartment that abuts Eatonville.~~

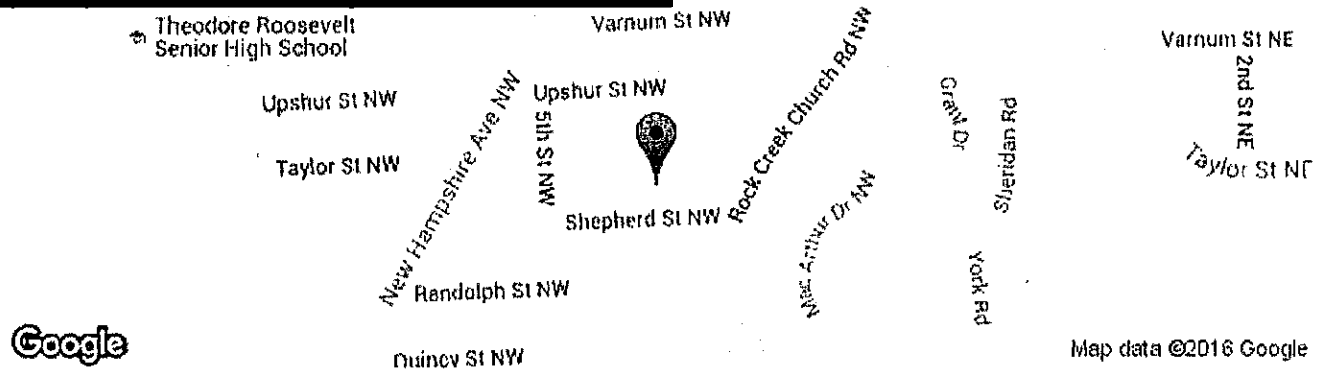
Regards,
William Girardo

William M Girardo

Age: [REDACTED]

Address

[REDACTED]



People William may know

Federico Delamoo

Previous locations

Alexandria, VA

Washington, DC

Norfolk, VA


Arlington, VA

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Property Information Verification System

Property Information by Exact Address Address: 4011 4TH ST NW Zip Code: Zip Lookup SSL: 3313 0128 Cluster: Cluster 18 Ward: Ward 4 ANC: ANC 4C SMD: SMD 4C10 Census Tract: 002301 Zone: * Check the Zoning map for recent changes. * Check the Zoning orders for recent changes.		Find Property By: Exact Address SSL <table border="1"> <tr> <td>St. No.*</td> <td>St. Name*</td> <td>St. Suffix</td> <td>Quad</td> </tr> <tr> <td>2448</td> <td>18TH</td> <td>Street</td> <td>NW</td> </tr> </table> <table border="1"> <tr> <td>St. No. Suffix</td> <td>1/2</td> </tr> </table>  DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS		St. No.*	St. Name*	St. Suffix	Quad	2448	18TH	Street	NW	St. No. Suffix	1/2
St. No.*	St. Name*	St. Suffix	Quad										
2448	18TH	Street	NW										
St. No. Suffix	1/2												

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Restrictions & Holds Issued Permits Maps Photo Owners CAMA Residential Cases Commercial Inspections Occupancy BBL Disclaimer: This application was created for DCRA from a variety of agency and non-agency data sources. It is not a legal document. Data may need to be cross-referenced to the original source system. Information provided by other agencies should be verified with them where appropriate.	Owners : No. of Records = 1		Show records per page : 10						
	<table border="1"> <thead> <tr> <th>Address</th> <th>SSL</th> <th>Owner</th> </tr> </thead> <tbody> <tr> <td>4011 4TH ST NW</td> <td>3313 0128</td> <td>Show Detail</td> </tr> </tbody> </table>	Address	SSL	Owner	4011 4TH ST NW	3313 0128	Show Detail	<table border="1"> <tr> <td> Use Code : 011 Exemption Code : 1 Tax Class : 001 Tax Rate : 0.85 Sale Price : \$610,000.00 Sale Date : 2013/10/02 Deed : Sale Type : MARKET Deed Date : 2013/10/02 Other Owner : LEANNE R SEDOWSKI CPMS Address : 4011 4TH ST NW Owner's Mailing : 4011 4TH ST NW WASHINGTON, Address : DC 20011-4807 </td> </tr> </table>	
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LAW OFFICES
MALLIOS & O'BRIEN
Suite 406
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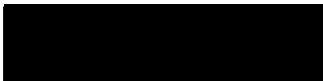
(202) 625-7700

DIMITRI P. MALLIOS (1932-2009)
STEPHEN J. O'BRIEN*
STUART J. LONG
MICHAEL D. FONSECA
MATTHEW MINORA

FACSIMILE
(202) 625-7706

**Also Admitted in Virginia*

March 16, 2016

William Girardo


Re: Eatonville (now Mulebone)

Dear Mr. Girardo:

Eatonville, Inc. is applying to the ABC Board for termination of the Voluntary Agreement entered into with you on July 21, 2009.

Notwithstanding that you have moved from the subject building, I am required by statute to advise you of our intention to seek termination and afford you an opportunity to negotiate in this regard.

Should you wish to so negotiate, please advise. If, as I suspect, you maintain no interest in this matter, you need not reply.

Very truly yours,



Stephen J. O'Brien

**ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION
NOTICE OF PUBLIC HEARING**

Posting Date: April 15, 2016

Petition Date: May 31, 2016

Hearing Date: June 13, 2016

License No. ABRA-078882

Licensee: Eatonville, Inc.

Trade Name: Eatonville Restaurant (now Mulebone)

License Class: "C" Restaurant

Address: 2121 14th St. NW

WARD: 1

ANC: 1B

SMD: 1B04

The Alcoholic Beverage Regulation Administration (ABRA) provides notice that the Licensee has filed a Petition to Amend or Terminate the Settlement Agreement(s) attached to its license.

The current parties to the agreement(s) are: Eatonville, Inc. t/a Eatonville Restaurant (now Mulebone), Applicant and William Girardo, Protestant

A copy of the Petition may be obtained by contacting ABRA's Public Information Office at 202-442-4423.

Objectors are entitled to be heard before the granting of such a request on the Hearing Date, at 2000 14th Street, N.W., 400 South, Washington, D.C., 20002.

Petitions or requests to appear before the Board must be filed on or before the Petition Date.