

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

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<b>In the Matter of:</b>	)	
	)	
RCSH Operations, LLC	)	
t/a Ruth's Chris Steak House	)	
	)	
Holder of a	)	License No.: 60469
Retailer's Class CR License –	)	Order No: 2008-030
at premises	)	
2017 S Street, N.W.	)	
Washington, D.C.	)	
<hr/>	)	

RSCH Operations, LLC, t/a Ruth's Chris Steak House, the Applicant.

Ramon Estrada, Chair, on behalf of Advisory Neighborhood Commission 2B.

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Albert G. Lauber, Member  
Mital M. Gandhi, Member

**ORDER ON FIRST AMENDMENT TO VOLUNTARY AGREEMENT**

The Applicant and Advisory Neighborhood Commission 2B (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated February 15, 2005 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 and that both the Applicant and Ramon Estrada, Chairperson, on behalf of ANC 2B, 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.

RSCH Operations, LLC  
t/a Ruth's Chris Steak House  
License No. 60469  
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Accordingly, it is this 9th day of January 2008, **ORDERED** that:

1. The First Amendment to Voluntary Agreement by and between RSCH Operations, LLC t/a Ruth's Chris Steak House, 2017 S Street, N.W., Washington, D.C., and ANC 2B to the existing February 15, 2005 Agreement is **APPROVED**;
2. The above-referenced First Amendment is **INCORPORATED** as part of the existing Agreement and this Order; and
3. Copies of this Order shall be sent to ANC 2B and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



Judy A. Moy, Member



Albert G. Lauber, Member



Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**VOLUNTARY AGREEMENT AMENDMENT**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of October, 2007, between RSCH Operations, LLC, trading as Ruth's Chris Steak House (hereinafter the licensee) and Advisory Neighborhood Commission 2B, witnesses:

**THAT THE PARTIES WISH TO AMEND** the Voluntary Agreement dated February       , 2004 according to the provisions for modification contained in sub-paragraph 3 of said agreement, by mutual agreement of the parties upon the approval of the ABRA Board;

**WHEREAS THE PARTIES WISH TO ADD PARAGRAPHS** to the agreement concerning hours of service of alcoholic beverages:

that take account of the operating concept of Ruth's Chris Steak House, as a long-standing, fine dining, alcoholic beverage licensee in the Dupont Circle community, that the last reservation of the evening should be able to have the same great dining experience as the first, including access to alcoholic beverages for the duration of the meal within legal limits; and

that recognize that in response to ABRA's interpretation of the applicant's license limiting alcoholic beverage service to 10:30 pm daily, the applicant petitioned and obtained a substantial change of hours of alcoholic beverage service until 2:00 am each day;

**NOW THEREFORE**, the parties append to the agreement of February, 2004 the following:

1. Licensee links beverage service almost exclusively to food service, and will always have kitchen staff so food service is always available during alcoholic beverage service.
2. Last reservations are taken no later than 10:30 pm. Guests take up to a half hour to place their order, and often remain for up to 2 ½ hours after placing their food order, enjoying appropriate beverages with each course. Walk in guests are accepted up until the last meal is served, but no later than 11:00 pm Sunday through Thursday, and no later than 11:30 pm on Friday and Saturday to ensure that guests will be finished by 2 am at the latest.
3. Applicant will not conduct any late-night promotion of the restaurant.
4. Dancing is not part of the Ruth's Chris model, and is not allowed.

Licensee:  
RCSH Operations, LLC

Advisory Neighborhood Commission 2B

By: *Mano Rivera*  
General Manager

By: *Ramon Estrada*  
Chairman, ANC 2B

Date: *Oct 15, 2007*

Date: *Oct 16 2007*

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

<u>In the Matter of:</u>	)	
	)	
RCSH Operations, LLC	)	
t/a Ruth's Chris Steak House	)	
	)	
Application for a Retailer's Class CR	)	
License - Renewal	)	Case no.: 2514-04/113P
at premises	)	Order no.: 2005-58
2017 S Street, N.W.	)	
Washington, D.C.	)	
	)	

RCSH Operations, LLC, Applicant

Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B,  
Protestant

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The renewal application for a Retailer's Class "CR" License, having been protested, came before the Board on October 6, 2004, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B, filed timely opposition by letter on September 17, 2004.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated February 15, 2005, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

**RCSH Operations, LLC**  
**t/a Ruth's Chris Steak House**  
**Case no. 2514-04/113P**  
**Page two**

Accordingly, it is this 23<sup>rd</sup> day of March 2005, **ORDERED** that:

1. The protest of Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B, is **WITHDRAWN**;
  2. The renewal application of RCSH Operations, LLC, t/a Ruth's Chris Steak House, for a Retailer's Class "CR" License at 2017 S Street, N.W., Washington, D.C., is **GRANTED**;
  3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and
  4. Copies of this Order shall be sent to Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B, and the Applicant.
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RCSH Operations, LLC  
t/a Ruth's Chris Steak House  
Case no. 2514-04/113P  
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District of Columbia  
Alcoholic Beverage Control Board

  
Charles A. Burger, Chairperson

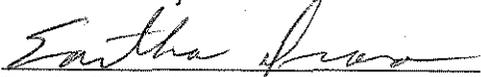
*Not Voting*  
Vera M. Abbott, Member

  
Judy A. Moy, Member

  
Audrey E. Thompson, Member

  
Peter B. Feather, Member

  
Albert G. Lauber, Member

  
Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Rec'd 2/10/05 yesterday

**VOLUNTARY AGREEMENT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of February, 2005, by and between RCSH Operations, LLC, Trading as Ruth's Chris Steak House (hereinafter the "Applicant"), and Advisory Neighborhood Commission 2B (hereinafter the "Protestant"), witnesses:

**WHEREAS**, the Applicant has filed a renewal application license number 60459, Case No. 2514-04/112P with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for premises known as Ruth's Chris Steak House located at 2017 "S" Street, NW, in Washington, DC.

**WHEREAS**, the Protestant has filed before the ABC Board a protest opposing the granting of this substantial change application.

**WHEREAS**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the 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 substantial change related to this license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

**WHEREAS**, the Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Trash/garbage/rodents. Applicant shall maintain regular trash removal service, regularly remove trash from the trash area, and see trash area remain clean. Applicant shall deposit trash, grease and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash, grease, or garbage is being added or removed.
  - (a) Applicant shall make every effort to dispose of solid food and grease properly, including use the garbage disposal. Applicant will provide for the proper removal of grease and fatty oils from the establishment according to District of Columbia law and regulations. Applicant shall take appropriate steps, such as using garbage disposal bags, for any food waste that cannot go into the garbage disposal.
  - (b) Applicant shall keep the dumpster clean by washing it out weekly temperature permitting. Unless the dumpster is being washed, applicant shall keep the plugs in all of their dumpsters and avoid liquid garbage/grease from leaking onto the alley and street.
  - (c) Applicant shall maintain 6-day a week pick up for trash. Applicant shall direct its trash removal service to pick up from the "no parking" areas in front of Ruth's Chris and Typhoon. Applicant shall request its trash removal service to take appropriate steps so that liquid garbage/grease does not leak on the road.
  - (d) Applicant shall keep the alley and street free of garbage/grease caused by its operations and make reasonable efforts for any needed clean-up promptly.

2. Public space usage provisions.

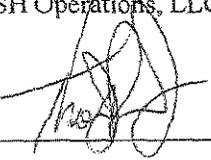
Applicant shall assist in the cleaning of the alleyway and the public space in front of the RCSH establishment to 18 inches outward from the curb to keep free of trash and to remove snow and ice from the sidewalk and comply with all applicable District of Columbia laws and regulations. Applicant shall make reasonable efforts to prevent or disperse loitering in front or side of the premises during business hours and at closing.

3. Valet Parking. Any valet parking service run by or hired by the applicant (hereinafter the "Valets") shall not block public parking space on S Street with double parked cars, cones or any other obstruction to prevent the public from parking. The Applicant will instruct Valets to park all cars in a public garage. The Applicant agrees to instruct the Valets not to park on streets or in alleys.
4. Modification. This agreement can be modified only by the ABRA Board, or by mutual agreement of all the parties with the approval of the ABRA Board. In the case of ANC 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC 2B.
5. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
6. Withdrawal of Protest. Protestant agrees to the issuance of the renewal and withdraws its protest *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

It is understood in the above that RCSH cannot be held responsible for the actions of other restaurants or businesses that may share or co-exist in common roadways or alleyways for purposes of the above requirements.

APPLICANT:

RCSH Operations, LLC

By: 

Thomas J. Pennison, Jr., CPA, MBA  
Chief Financial Officer and VP, Finance

Date: 02-14-05

PROTESTANT:

Advisory Neighborhood Commission 2B

By: 

Darren Bowie, Chair, ANC 2B

Date: 2-15-05