

In the Matter of:

License No.: 60469
Order No: 2008-030

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

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
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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.

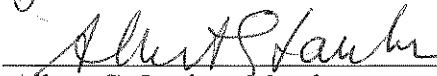
District of Columbia
Alcoholic Beverage Control Board



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 16th 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: Manoel Pereira
General Manager

By: Ramon Estrada
Chairman, ANC 2B

Date: Oct 15, 2007

Date: Oct 16 2007