

In the Matter of:

RCSH Operations, LLC
t/a Ruth's Chris Steak House

Application for a Retailer's Class CR

License - Renewal
at premises

2017 S Street, N.W.
Washington, D.C.

Case no.: 2514-04/113P

Order no.: 2005-58

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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.

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Accordingly, it is this 23rd 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 The protest of Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B, is **WITHDRAWN**;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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District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson

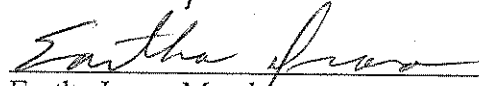
Not Voting
Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member


Albert G. Lauper, 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 2/16/05 Egeton

VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 15th 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