

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

In the Matter of:)
)
Rito Loco, LLC)
t/a Rito Loco-El Techo)
)
Holder of a)
Retailer's Class CR License)
)
at premises)
606 Florida Avenue, NW)
Washington, D.C. 20001)
_____)

License No.: ABRA-104119
Order No.: 2020-015

Rito Loco, LLC, t/a GLO - Rito Loco-El Techo, Licensee

Alexander M. Padro, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
6E

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Rito Loco, LLC, t/a GLO - Rito Loco-El Techo (Licensee), and ANC 6E entered into a Settlement Agreement (Agreement), dated March 20, 2019, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated December 3, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Alexander M. Padro, on behalf of ANC 6E, are signatories to the Amendment.

Accordingly, it is this 8th day of January, 2020, **ORDERED** that:

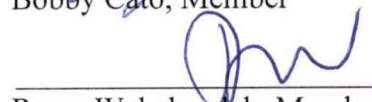
1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreements, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6E.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


James Short, Member


Bobby Cato, Member


Rema Wahabzadah, Member


Rafi Crockett, 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 14th 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 AMENDMENT

ADVISORY NEIGHBORHOOD COMMISSION 6E AND RITO LOCO, LLC T/A RITO LOCO, LLC - EL TECHO

THIS SETTLEMENT AGREEMENT AMENDMENT ("AGREEMENT") is made on this third day of December, 2019 by and between Rito Loco, LLC t/a Rito Loco, LLC – El Techo, ABRA License #104119 ("Licensee") and Advisory Neighborhood Commission 6E ("ANC 6E"), collectively "the Parties."

WITNESSETH

WHEREAS, Licensee has a Settlement Agreement in effect that does not grant the Licensee the ability to apply for one day substantial changes to its Retailers Class C Restaurant license at premises 606 Florida Avenue, NW, Washington, DC ("the Establishment");

WHEREAS, the Parties are desirous of entering into an amendment to said Settlement Agreement pursuant to D.C. Official Code § 25-446 that would grant Licensee the ability to apply for such one day substantial changes to allow extended hours of operation; and

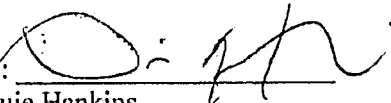
WHEREAS, the Parties agree to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") incorporate the terms of this Agreement into the Licensee's ABC License.

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 *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.
- 2 *Ability to Apply for One Day Substantial Changes.* The Licensee shall be able to apply to the ABC Board for one day substantial changes to its license to allow extended hours of operation.
- 3 *Incorporation of Agreement into License.* The Parties request that the ABC Board enter an order approving Licensee's ability to apply for one day substantial changes to allow extended hours of operation subject to the terms of this Agreement.
- 4 *All Other Provisions Remain in Effect.* The Parties agree that all existing provisions of the Settlement Agreement previously approved by the ABC Board shall remain in effect.
- 5 *Survival of Agreement.* This Agreement shall be binding upon and enforceable against the successors of the Licensee and will continue in force for any and all subsequent license holders at the subject location.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year indicated above.

LICENSEE:

By:  12/2/19
Louie Hankins
Member, Rito Loco, LLC

ADVISORY NEIGHBORHOOD COMMISSION 6E:

By: 
Alexander M. Padro, Commissioner, ANC 6E01
Chair, Alcoholic Beverage Licensing Committee
Advisory Neighborhood Commission 6E

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“**Agreement**”) is made on this 24th day of May 2017 by and between Rito Loco, LLC (“**Applicant**”), at 606 Florida Avenue, Washington, DC 20001 ABRA License # 104119 and Advisory Neighborhood Commission 6E (the “**ANC**”), (collectively, the “**Parties**”).

PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6E community.

WITNESSETH

WHEREAS, Applicant holds a Retailer’s Class “C” License, for a restaurant establishment (the “**Establishment**”) located at at 606 Florida Avenue, Washington, DC 20001 (the “**Premises**”);

WHEREAS, Applicant has filed an application for a summer garden endorsement;

WHEREAS, the Applicant is encouraged to work regularly with the ANC and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood;

WHEREAS, in recognition of the Alcoholic Beverage Control Board’s (the “ABC Board”) policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC’s concerns and to include this Agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the summer garden endorsement provided that such an agreement is incorporated into the ABC Board’s order issuing the endorsement, which is conditioned upon compliance with this Agreement;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant’s application conditioned upon the Applicant’s compliance with the terms of this written Agreement.

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. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Rooftop.** The Applicant shall be permitted to use a disc jockey on the summer garden rooftop. The disc jockey shall not use a microphone or make announcements on the rooftop. The Applicant shall have all speakers facing away from the Florida Avenue end of the rooftop.

The hours of operation for the summer garden rooftop shall be as follows:

Sunday through Thursday 10:00 a.m. to 12:00 midnight
Friday and Saturday 10:00 a.m. to 1:30 a.m.

3. **Noise.** Applicant acknowledges familiarity with and agrees to comply with all applicable noise control provisions of DC law and regulations. Further, Applicant shall make commercially reasonable efforts to contain within its establishment any and all noise so that no noise exceeding lawful decibel levels is detectable outside the establishment.
4. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6E does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
5. **Safety and Security Plan.** Applicant agrees to submit a security plan to the ABC Board.
6. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Rito Loco, LLC
606 Florida Avenue
Washington, DC 20001
Attn: Louie Hankins, Member
Phone: (703)732-0000
e-mail: louie@ritoloco.com

If to ANC: Advisory Neighborhood Commission 6E
PO Box 26182, LeDroit Park Station
Washington, DC 20001
Attn: Alexander Padro
Phone: (202) 673-6820
e-mail: padroanc@gmail.com

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 ABC Board or any other enforcement action.

7. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall withdraw the protest it has filed of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Applicant:

Rito Loco, LLC
606 Florida Avenue, Washington, DC 20001
Washington, DC 20001
Louie Hankins, Member

Signature: _____

Date: 5/25/17

ANC:

Advisory Neighborhood Commission 6E
PO Box 26182, LeDroit Park Station
Washington, DC 20001
Alexander M. Padro, Chair

Signature: _____

Date: 05/24/17 _____