

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

In the Matter of:)

Rito Loco, LLC)
t/a Rito Loco-El Techo)

Applicant for Renewal of a)
Retailer's Class CR License)

at premises)
606 Florida Avenue, NW)
Washington, D.C. 20001)

Case No.: 19-PRO-00083
License No.: ABRA-104119
Order No.: 2020-069

Rito Loco, LLC, t/a Rito Loco-El Techo, Applicant

Jeremy Steed and Anita Norman, on behalf of A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF
THE GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Rito Loco, LLC, t/a Rito Loco-El Techo (Applicant), for renewal of its Retailer's Class CR License, was protested by A Group of Five or More Individuals, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 8, 2019, and a Protest Status Hearing on September 18, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated January 22, 2020, that governs the operation of the Applicant's establishment.

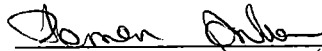
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Jeremy Steed and Anita Norman, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

Accordingly, it is this 29th day of January, 2020, **ORDERED** that:

1. The Application filed by Rito Loco, LLC, t/a Rito Loco-El Techo, for renewal of its Retailer's Class CR License, located at 606 Florida Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and the Group of Five or More Individuals.

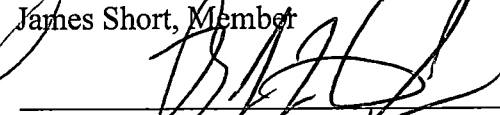
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



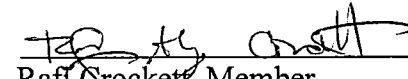
James Short, Member



Bobby Catb, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 22nd day of January 2020 by and between Rita Loco, LLC (the "Applicant"), at 606 Florida Avenue, Washington, DC 20001 ABRA License #104119 and the Group of Five or More (the "Protestant") (collectively, the "Parties").

WITNESSETH

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

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 Protestant's concerns and to include this Agreement as a formal condition of its application, and (2) Protestant will support the Applicant's license renewal application; 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 must position all speakers to face the opposite direction of the Florida Avenue end of the rooftop.
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. **Outdoor Noise Mitigation.** By June 1, 2020, the Applicant shall install sound absorptive materials and barriers to maintain sound levels as required by law.
 - a. Applicant agrees to use various means to mitigate noise on the rooftop summer garden. Options for noise mitigation can include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.
 - b. To further mitigate noise, Applicant has installed polycarbonate wall panels in the summer garden (See Exhibit A). Applicant agrees to ensure that the wall panels

facing Florida Avenue remain in place and are closed (run continuously and without any gaps or interruption in space) after 10:30 P.M. Monday through Thursday, 12:00 A.M. Midnight on Fridays and Saturdays, and 9:00 P.M. on Sundays. The wall panels shall be the same as or substantially similar to the wall panels shown in Exhibit A.

5. **Signage.** Applicant shall post signage on the rooftop area reminding patrons there are nearby residences, and the need to keep voices at low volumes.
6. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. Protestant does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
7. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have seven (7) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 24 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period – or, with respect to a breach that reasonably requires more than seven (7) days to cure, efforts to cure the breach have not been commenced – for filing a complaint with ABRA. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent via U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Alternatively, notice may be provided via e-mail to the parties to this Agreement at the e-mail addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

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

Protestants: Jeremy Steed, designated representative
jmsted75@gmail.com
Anita Norman, designated representative
Anita.norman1@verizon.net

Either party may change its notice address by written notice to the other. 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.

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

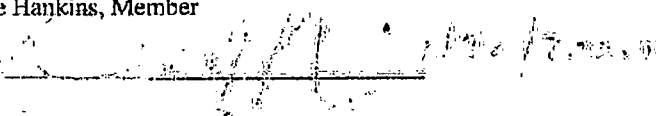
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above-written.

Applicant:

Rito Loco, LLC
606 Florida Avenue, Washington, DC 20001
Washington, DC 20001

By: Louie Hanjins, Member

Signature: _____



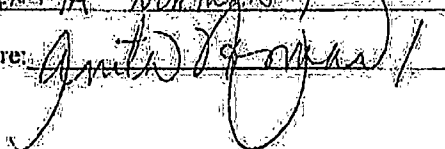
Group of Five or More:

Jeremy Steed, designated representative
Anita Norman, designated representative

By: _____

Anita Norman

Signature: _____



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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

By: Louie Hankins, Member

Signature: _____

 1/22/2020

Group of Five or More:

Jeremy Steed, designated representative
Anita Norman, designated representative

By: _____

Signature: _____



EXHIBIT
A

