

**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.: 2019-168

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

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

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Rito Loco, LLC, t/a Rito Loco-El Techo (Licensee), and ANC 6E have entered into a Settlement Agreement (Agreement), dated March 20, 2019, that governs the operation of the Licensee's establishment.

The Agreement 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 Agreement.

Accordingly, it is this 3rd day of April, 2019, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 4 (Cleanliness of Premises and Business Environment) – The first two sentences shall be modified to read as follows: "Licensee shall take all reasonable measures to assure that the immediate environs of the establishment are kept free of litter and debris in accordance with D.C. Official Code § 25-726. Licensee shall clean the sidewalk in front of the premises up to and including the curb, and remove trash from the alley behind the premises, by 10:00 a.m. and once again within one hour before closing on days the establishment is open."

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 6E.

District of Columbia  
Alcoholic Beverage Control Board

  
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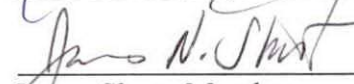
Donovan Anderson, Chairperson

  
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Nick Alberti, Member

  
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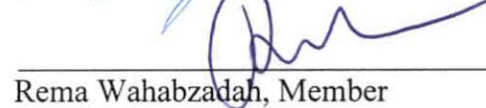
Mike Silverstein, Member

  
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James Short, Member

  
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Bobby Cato, Member

  
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Rema Wahabzadah, 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 14<sup>th</sup> 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**

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

THIS SETTLEMENT AGREEMENT ("AGREEMENT") is made on this 20th day of March, 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."

**WITNESETH**

WHEREAS, Licensee has applied to add a Sidewalk Café 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 a Settlement Agreement pursuant to D.C. Official Code § 25-446 governing the operation and maintenance of the Establishment's sidewalk cafe in such a manner as to minimize the potential for negative effects of the Establishment on the surrounding neighborhood; and

WHEREAS, in lieu of contested proceedings before the Alcoholic Beverage Control Board ("ABC Board"), the Parties agree to enter into this Agreement and request that the 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 *Nature of the Business.* The Licensee will operate and manage a Class C restaurant with an exterior sidewalk cafe with a maximum capacity of 18 persons. There will be no additional patrons allowed in the sidewalk cafe.
- 3 *Hours of Operation of the Sidewalk Cafe.*
  - a. Licensee's hours of operation and hours of sale and service of alcohol in the sidewalk cafe of the Establishment shall be Sunday through Saturday, 9:00 a.m. to 12:00 a.m.
- 4 *Cleanliness of Premises and Business Environment.* Licensee shall take all reasonable measures to assure that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R. 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business." Licensee shall clean the sidewalk in front of the premises up to and including the curb, and remove trash from the alley behind the premises, by 10:00 a.m. and once again within one hour before closing on days the establishment is open.

5. *Incorporation of Agreement into License.* The Parties request that the ABC Board enter an order approving Licensee's sidewalk café application subject to the terms of this Agreement.

6. *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: 

Louie Hankins  
Member, Rito Loco, LLC

ADVISORY NEIGHBORHOOD COMMISSION 6E:

By: 

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