

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

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In the Matter of:)
)
R & Z Entertainment, LLC)
t/a Karma Hookah Bar)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
2409 18th Street, NW)
Washington, D.C. 20009)
)

Case No.: 25-PRO-00087
License No.: ABRA-133230
Order No.: 2025-909

R & Z Entertainment, LLC, t/a Karma Hookah Bar, Applicant

Denis James, President, Kalorama Citizens Associations (KCA), Protestant

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF KCA’S PROTEST**

The Application filed by R & Z Entertainment, LLC, t/a Karma Hookah Bar (Applicant), for a New Retailer’s Class CR License, was protested by Kalorama Citizens Associations (KCA).

The official records of the Board reflect that the Applicant and KCA have entered into a Settlement Agreement (Agreement), dated September 15, 2025, that governs the operations 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 Denis James, on behalf of KCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by KCA.

Accordingly, it is this 24th day of September 2025, **ORDERED** that:

1. The Application filed by R & Z Entertainment, LLC, t/a Karma Hookah Bar, for a New Retailer's Class CR License, located at 2409 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of KCA in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b06c9d5f0e4b790003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member

Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration 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). Parties are further advised that the failure to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by

the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

SETTLEMENT AGREEMENT CONCERNING ISSUANCE OF A NEW LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made this 15th day of September, 2025, by and among R&Z Entertainment, LLC, t/a Karma Hookah Bar (hereinafter "Applicant"), and the Kalorama Citizens Association (hereinafter, the "protestants") witnesseth:

Whereas, Applicant has applied for a New Retailer's Class "C" Restaurant license, to be located at 2409 18th Street, NW, license number ABRA-133230.

Whereas, the proposed establishment is located within the membership boundaries of the Kalorama Citizens Association.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of the protestants and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Control Board. The protestants agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage and Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption.

2. Inside Hours of Operation shall not exceed:

Sunday-Thursday: 9:00 am-2:00 am;

Friday & Saturday: 9:00 am-3:00 am.

Applicant may participate in all of the Extended Holiday Hours Program days with the exception that the Extended Holiday Hours that ABCA lists for the following three Holidays are not included: Washington's Birthday Weekend; DC Emancipation Day Weekend and Indigenous Peoples Day Weekend.

Applicant may operate for one additional hour of alcohol service during each of the remaining Extended Holiday Hours weekends.

Applicant may continue to operate after the above closing hours, but without alcohol. All alcoholic beverages shall be removed from tables and bars and be locked up at the end of alcohol service each night of operation.

There shall be no 24 hour per day (overnight operation) at the establishment under any circumstances.

The parties agree that there is no Sidewalk Cafe at the time of application.

3. Inside Occupancy:

There shall be a total occupancy load of 75 at the establishment.

4. Noise.

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with DC Official Code, section 25-725. Noise occasioned by normal opening of entrance and exit doors for the purpose of ingress and egress shall not be considered a violation. Further, the Applicant agrees to abide by all relevant provisions of the DC Noise Control Act of 1977 (DC Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space, any loudspeaker, or to place any inside speaker in such a way that it projects sound into the public space.

(c) Sound from inside will not be audible in residential housing units.

5. Trash/Garbage/Rodents

(a) Applicant shall maintain a trash pickup schedule of two days per week, regularly removing trash from the trash and dumpster area, which will be kept clean. Applicant shall contact its trash service to arrange additional pick-ups if needed.

Applicant shall deposit trash and garbage only in rodent-proof containers, see that container covers fit tightly except when trash or garbage is added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to separate recyclables from trash and to recycle cardboard, plastic bottles, jars, glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

6. Exterior including public space

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.

7. Third Party Events.

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business.

8. Bar/Pub Crawls.

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

9. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00 pm to 8:00 am.

10. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law.

11. Training.

All staff serving alcoholic beverages will undergo alcohol awareness training to identify and prevent overconsumption.

12. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

For R&Z Entertainment, LLC

For Kalorama Citizens Association



9-15-2025

9-15-2025

Signature

Date

Denis James, President

Date

Rahel Fekade

Owner

Please print name

Title