

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

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In the Matter of:	)	
	)	
Wellness Shopp, LLC/DMV Retail, LLC	)	Case No.: 24-ULC-00058
t/a Capital THC/Capital THC 1	)	License No.: N/A
	)	Order No.: 2025-083
Summary Closure	)	
	)	
at premises	)	
1123 Pennsylvania Avenue, S.E.	)	
Washington, D.C. 20003	)	

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

**PARTIES:** Wellness Shopp, LLC/DMV Retail, LLC, t/a Capital THC/Capital THC 1,  
Respondent

Mahmoud Abdalla, Landlord Respondent  
A and M Management LLC  
1123 Pennsylvania Avenue, SE  
Washington, DC 20003

Shani C. Brown, Assistant Attorney General  
Office of the Attorney General for the District of Columbia

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**ORDER APPROVING THE OFFER-IN-COMPROMISE**

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The above-mentioned parties have petitioned the Alcoholic Beverage and Cannabis Board (Board) to approve an offer-in-compromise (OIC) to settle one or more violations of Title 7 of the D.C. Official Code (Title 7) and Title 22 of the D.C. Municipal Regulations (Title 22) in accordance with D.C. Official Code § 2-509(a).

## **ORDER**

Therefore, on this 13th day of February 2025, the Board **APPROVES** the OIC appended to this Order. The terms of the OIC are as follows:

1. The Landlord Respondent admits to violations of the statutes or regulations listed in the OIC attached to the Order.
2. The Landlord Respondent shall follow and abide by the terms and conditions of the attached OIC in accordance with D.C. Official Code §§ 2-509(a), and 22-C DCMR § 6213.
3. The Landlord Respondent waives all rights to notice or appearance before the Board.
4. The Landlord Respondent waives the right to a hearing, call witnesses, present evidence, and otherwise contest the charges as provided in Title 7 and Title 22.
5. The Landlord Respondent waives the right to judicial review or appeal of this Order. The Respondents further agree not to collaterally attack the disposition imposed by this Order.
6. The parties agree that the attached OIC constitutes the entire agreement of the parties.

The Summary Closure Hearing in this matter is cancelled. The Alcoholic Beverage and Cannabis Administration (ABCA) shall deliver copies of this Order to the Government and the Respondent.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via BeamlessDocs.com  
*Donovan Anderson*  
Key: ac43cb0bc9d5f09e4b730069d1dccc8

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Donovan Anderson, Chairperson



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Silas Grant, Jr., Member

*Teri Janine Quinn*

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Teri Janine Quinn, Member



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Ryan Jones, Member



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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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 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 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).

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



<b>IN THE MATTER OF:</b>  <b>CAPITAL THC/CAPITAL THC 1,</b>  <b>Respondent.</b>	<b>Case No. 24-ULC-00058</b>
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**OFFER IN COMPROMISE FOR BOARD APPROVAL**

The District of Columbia, jointly with the property owner, A and M Management LLC (Landlord), submits this Offer in Compromise (OIC) to the Alcoholic Beverage and Cannabis Board (Board), as authorized by D.C. Code § 7-1671.08 and 22-C DCMR § 9700 *et. seq.*, for approval by the Board. This case arose from violations of D.C. Code § 7-1671.08 and resulted in a final order approving an OIC between the government and the unlicensed establishment Capital THC/Capital THC 1 (Capital THC). Landlord is the owner of 1123 Pennsylvania Avenue, SE, 2nd Floor, Washington, DC 20003 (the Premises), in which Capital THC operated in violation of D.C. Code § 7-1671.08.

Landlord understands that if the Board approves the OIC, Landlord will be obligated to abide by the terms of the OIC shown below. If the Board does not approve the OIC, the summary closure will remain in effect.

Landlord has been advised that there is no obligation to accept an OIC. Landlord has been advised that it may be represented by legal counsel and apply to the Board for a qualified interpreter.

The OIC terms, containing Landlord’s remediation plan, are as follows.

1. Landlord affirms that Capital THC has permanently vacated the Premises.

2. Landlord affirms that it has either (i) received affirmative confirmation from Capital THC that it acknowledges the termination of its lease and has vacated the Premises, or (ii) has evicted Capital THC from the premises, as evidenced by Ex. A, attached.

3. Landlord acknowledges that it is responsible for returning any property owned by Capital THC that remains in the Premises and over which Capital THC has a legal right of return.

4. Landlord agrees to not lease the Premises to any unlicensed cannabis distributors at any time in the future.

5. Landlord agrees to notify ABCA when it has leased the Premises to a new tenant and to provide the tenant's business name, owner, and contact information.

6. ABCA shall make the keys to the Premises available to Landlord for pickup at its offices, or at another mutually agreed upon date, time and location.

7. This OIC shall not take effect, unless and until the Board issues a final order approving an OIC between the government and the unlicensed establishment Capital THC.

Dated: Feb 12, 2025 .

Respectfully submitted,

BRIAN L. SCHWALB  
Attorney General for the District of Columbia

STEPHANIE E. LITOS  
Deputy Attorney General  
Civil Litigation Division

/s/ Kimberly M. Johnson  
KIMBERLY M. JOHNSON [435163]  
Chief, Civil Enforcement Section

/s/ Kerslyn D. Featherstone  
KERSLYN D. FEATHERSTONE [478758]  
Assistant Chief, Civil Enforcement Section

*/s/ Shani C. Brown*

SHANI C. BROWN [1617726]

Assistant Attorney General

400 Sixth Street, NW

Washington, DC 20001

(202) 724-6606

Email: [Shani.Brown1@dc.gov](mailto:Shani.Brown1@dc.gov)

ATTORNEYS FOR THE DISTRICT OF COLUMBIA

**CONSENT OF LANDLORD**

By this Offer in Compromise, I agree to accept and perform its terms. I acknowledge the validity of the OIC and waive further litigation including a hearing. I also recognize that I am waiving any right to appeal an adverse ruling of the Board that might have followed any such hearing. By this settlement, I waive all such rights. I sign this OIC without reservation, and I fully understand its meaning and my rights.

Mahmoud Abdalla  
Mahmoud Abdalla (Feb 11, 2025 15:03 EST)  
Mahmoud Abdalla, Property Owner  
A and M Management LLC

02/11/2025  
Date

**CERTIFICATE OF SERVICE**

On Feb 12, 2025, I served the foregoing Offer in Compromise for Board Approval

by email to:

Mahmoud Abdalla, Property Owner  
A and M Management LLC  
1123 Pennsylvania Avenue, SE  
Washington, DC 20003  
ma20913@yahoo.com

*Landlord (by E-Mail)*

Jonathan Berman  
Assistant General Counsel, ABCA  
899 North Capitol Street, NE  
Suite 4200-A  
Washington, DC 20002  
Jonathan.Berman@dc.gov

*Counsel for ABC Board (by E-mail)*

/s/ Shani Brown

Shani C. Brown  
Assistant Attorney General



TERMINATION OF LEASE

THIS TERMINATION OF the LEASE (this "*Termination*") is entered, into this 6 day of Febraury, 2025 (the "*Effective Date*"), by and between A&M Management LLC., a District of Columbia Company ("*landlord*"), and DMV RETAIL, LLC, and KUNCAR - SAAL HABIB as Tenant

WITNESSETH:

WHEREAS, Landlord and Tenant entered into certain Commercial Lease Agreement dated 04//1/2024 (the "*lease*"), relating to the leasing of that certain space described as 1123 Second Floor Pennsylvania Avenue, SE, Washington, DC 20003, Landlord and Tenant agree as follows:

AGREEMENT:

1. Termination of lease. landlord and tenant hereby agree that the lease shall be terminated effective as of the date 02/06/2025 (the "*Termination Date*").
2. Surrender. Tenant shall surrender possession of the Premises to the Land - Lord on the Termination Date.
3. Effect of Termination. Upon termination of the lease pursuant to the terms and conditions set forth herein, the lease shall be deemed surrendered and terminated in full, with tenant having no further right and title to or interest in the lease or the Premises. Thereupon, tenant shall be released from any and all obligations imposed, and shall be relieved of any and all liabilities that may arise or which may accrue under the lease after the Termination Date.
4. General Provisions.
  - 4.1 Governing Law. This Termination and all provisions hereunder shall be governed by and construed in accordance with the laws of the District of Columbia, without reference to any conflict of law provisions.
  - 4.2 Attorneys' Fees. In the event of any claim, dispute, litigation or arbitration between Landlord and Tenant to enforce any provision of this Termination or any right of either party thereto, the unsuccessful party to such claim, dispute, litigation or arbitration shall pay the prevailing party's costs and expenses, including reasonable attorneys' fees incurred therein.
  - 4.3 Complete Agreement. This Termination contains all agreements, understandings and arrangements between the parties hereto with, regard to the termination of the Lease. All previous agreements, understandings and arrangements between the parties with respect to the subject matter hereof are hereby terminated by this Termination.
  - 4.4 Amendment. This Termination may not be amended except in writing signed by both parties.

4.5 Benefit. This Termination shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

4.6 Survival. All covenants, representations and warranties as set forth in this Termination shall survive the termination of the Lease.

4.7 Counterparts; Facsimile. This Termination may be executed in counterparts, each of which (or any combination of which) when signed by all- of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by facsimile or electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered.

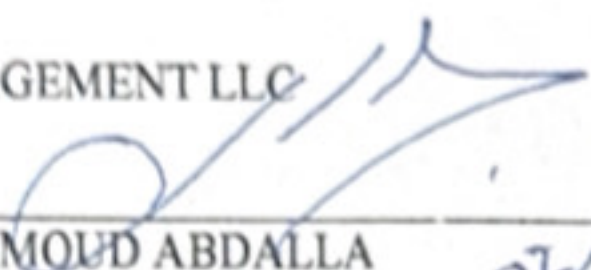
[signature page follows]



IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination to be executed as of the Effective Date.

**LANDLORD:**

A&M MANAGEMENT LLC

By:   
Name: MAHMOUD ABDALLA  
Title: Management Member *02/06/25*

**TENANT:**

DMV RETAIL, LLC

By:   
Name: KUNCAR - SAAL HABIB *02/06/25*

