

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

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.: 2025-082
Summary Closure)	
)	
at premises)	
1123 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	

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

Habib Kuncar, Designated Representative, on behalf of Respondent

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

ORDER APPROVING THE OFFER-IN-COMPROMISE

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 Respondent admits to violations of the statutes or regulations listed in the OIC attached to the Order.
2. The 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 Respondent waives all rights to notice or appearance before the Board.
4. The 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 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: ac43cb0c0d5f09e4b730069d1dccc8

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, 2000 14th 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**



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

The District of Columbia, jointly with the licensee (Respondent), 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 by Respondent at 1123 Pennsylvania Avenue, SE, 2nd Floor, Washington, DC 20003 (the Premises).

The Parties understand that if the Board approves the OIC, Respondent will be obligated to abide by the terms of the OIC shown below. If the Board does not approve the OIC, litigation of this summary closure will continue.

Respondent has been advised that there is no obligation to accept an OIC. Respondent has been advised, through service of the Notice of Summary Closure, that at any summary closure hearing or other proceedings, Respondent may be represented by legal counsel, have subpoenas issued to require production of witnesses and evidence, produce witnesses and evidence, cross-examine witnesses, and apply to the Board for a qualified interpreter.

The OIC terms are as follows:

(1) Cease Operations: Respondent shall cease operating as an unlicensed cannabis retailer selling cannabis and cannabis products or take any other actions that violate D.C. Code § 7–1671.08.

- a. Respondent has provided proof that it is no longer leasing the premises and has vacated the Premises, as evidenced by Ex. A, attached.
- b. The District of Columbia shall have the authority to enforce this Offer in Compromise in Superior Court of the District of Columbia or by any other avenue as outlined in D.C. Code § 7–1671.12a(f).

(2) Collection of Personal Items:¹ Respondent may schedule with ABCA enforcement a mutually convenient time to retrieve personal items (as listed in (2)b) from the Premises. Respondent shall be accompanied by a representative from ABCA and the Metropolitan Police Department (MPD).

- a. If Respondent wishes to schedule a time to retrieve personal items, it shall contact ABCA enforcement within seven days of the Board approving this Offer in Compromise. ABCA will not return to Respondent any items seized by ABCA or MPD.
- b. Personal items Respondent may retrieve are cash, cash registers, credit card terminals, non-cannabis products and accessories, clothing, and food items.

(3) Pending Licensure: Respondent is not precluded from proceeding with its pending medical cannabis retail license application under the trade name, Exotix DMV.

Dated: Feb 12, 2025 .

Respectfully submitted,

¹ This provision shall remain in effect until an OIC with the Property Owner, A and M Management LLC, is approved by the Board.

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 6th Street, NW
Washington, DC 20001
(202) 724-6606
Email: Shani.Brown1@dc.gov

ATTORNEYS FOR THE DISTRICT OF COLUMBIA

CONSENT OF RESPONDENT

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.

Habib Kuncar
Habib Kuncar (Feb 12, 2025 10:23 EST)
Habib Kuncar, Owner
Capital THC/Capital THC 1
Respondent

02/12/2025
Date

CERTIFICATE OF SERVICE

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

served to:

Habib Kuncar, Owner
Capital THC/Capital THC 1
1123 Pennsylvania Avenue, SE, 2nd Floor
Washington, DC 20003
kuncar@gmail.com

Respondent (by E-Mail)

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
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.

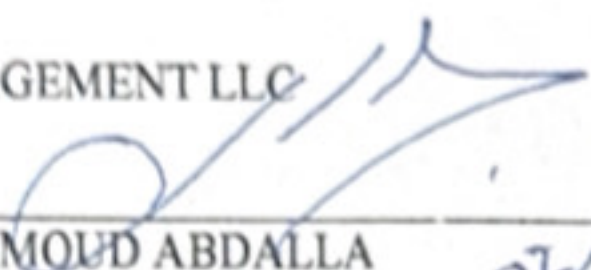
[signature page follows]



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*

