

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

In the Matter of:)
)
North Capitol Juice)
t/a Lucid X Dreams)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
1334 North Capitol Street, N.W.)
Washington, D.C. 20002)
)

Case No.: 24-PRO-00114
License No.: ABRA-127841
Order No.: 2025-093

BEFORE: Donovan Anderson, Chairperson
Teri Janine Quinn, Member
David Meadows, Member

PARTIES: North Capitol Juice, t/a Lucid X Dreams, Applicant

Hicham Benkhraba, Designated Representative, on behalf of the Applicant

Karla M. Lewis, Advisory Neighborhood Commission (ANC) 5E,
Protestant

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the parties identified above have entered into a Settlement Agreement (Agreement), dated February 18, 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. This Agreement constitutes a withdrawal of the Protest above the Protestants identified in this Order.

Accordingly, on this 26th day of February 2025, it is **ORDERED** that:

1. The Settlement Agreement attached to this Order and submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order except for the following modifications:
 - I. Section 1a shall be modified to read as follows: "Applicant will operate as a Medical Cannabis Retailer or other business authorized by the Board at the Premises, providing a safe and regulated environment for qualified patients to access medical cannabis products."
 - II. Section 3d shall be modified to read as follows: "Applicant will not serve individuals under the age of 18, even if they are emancipated minors, except as permitted by law."
 - III. Section 3e shall be modified to read as follows: "Any adjustments to these hours require a modification to this agreement."
 - IV. Section 9b shall be added to read as follows: "The Applicant shall not be held liable or penalized under section 9 of this agreement for failing to attend a meeting or failing to respond to a community complaint."

A Copy of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c6d5f0e4b730093d1dccc8

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member

Ryan Jones, Member



David Meadows, Member

Pursuant to 23 DCMR §9723.1 (2003) 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 (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 this February 18, 2025 by and between Advisory Neighborhood Commission 5E ("**ANC 5E**") and North Capitol Juice LLC, t/a Lucid X Dreams ("**Applicant**").

****WHEREAS****, Applicant has applied for a Medical Cannabis Retailer License (ABRA-127841) to operate at 1334 North Capitol St NW, Washington, D.C. 20002 ("**Premises**"); and

****WHEREAS****, ANC 5E has filed a protest against the application; and

****WHEREAS****, the parties wish to resolve the protest and avoid a Protest Hearing;

****NOW, THEREFORE****, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Nature of Business

- a) Applicant will operate as a Medical Cannabis Retailer at the Premises, providing a safe and regulated environment for qualified patients to access medical cannabis products.
- b) Applicant will not sell, serve, or distribute alcoholic beverages at the establishment.
- c) Applicant will only serve individuals who are 18 years of age or older with a valid medical cannabis card and valid government-issued ID.
- d) Applicant will not serve individuals under the age of 18, even if they are emancipated minors.

2. Hours of Operation

- a) Applicant will operate during the following hours:
 - Sunday to Saturday: 9:00 AM to 9:00 PM;
- b) Sales of medical cannabis to qualifying patients:
 - Sunday to Saturday: 10:00 AM to 9:00 PM;
- c) Deliveries to qualifying patients:
 - Sunday to Saturday: 10:00 AM to 9:00 PM;
- d) Safe-Use Treatment Facility:
 - Sunday to Saturday: 10:00 AM to 9:00 PM;
- e) Any adjustments to these hours require approval from both ANC 5E and ABCA.

3. Public Space and Exterior Appearance

- a) Applicant will not display any visual references to cannabis products visible from outside the store, including but not limited to marijuana leaves, consumption paraphernalia, or similar iconography.
- b) Applicant will not place any items in public space, including:





- Tables;
 - Chairs;
 - Merchandise displays.
- c) Applicant will ensure that customer queuing does not obstruct pedestrian flow on the public sidewalk.
- d) Applicant will not allow patrons or employees to congregate or loiter in the public sidewalk in front of the establishment or in the proximate rear premises, ensuring smooth pedestrian flow and preventing disturbances.
- e) Applicant commits to make best faith efforts to prevent public consumption of cannabis, including both smoking and vaping, on the public sidewalk and rear parking pad proximate to the Premise, and agrees to report observed public consumption to the Metropolitan Police Department.
- f) Applicant will post clear signage stating that smoking, ingesting, or consuming medical cannabis on or near the premises is prohibited.

4. Noise Control

- a) Applicant will comply with D.C. Noise Control Act, respecting the noise levels permitted in the area and preventing disturbances to residents and businesses. Applicant will take measures to keep noise levels to a minimum, including:
- Installing soundproofing;
 - Implementing noise-dampening installations;
 - Not installing exterior speakers.
- b) Applicant will prevent excessive noise from emanating from the establishment, including music, shouting, or other disturbances.

5. Waste Management and Sanitation

- a) Applicant will keep the area around the establishment clean and free of litter. Applicant will:
- Maintain regular trash and recycling removal service, ensuring proper waste disposal and preventing litter or sanitation issues. Applicant will ensure that trash is properly disposed of in appropriate, rodent-resistant containers with tight-fitting lids;
 - Promptly replace damaged containers;
 - Contract with waste management vendors for minimum weekly collection and limit collection hours to 8:00 AM - 9:00 PM;
 - Applicant will take measures to prevent pests and vermin on the premises, including regular inspections and pest control services.

6. Security

- a) Applicant will maintain a security plan in compliance with the ABCA's requirements. Applicant will specifically maintain:
- 24/7 surveillance cameras with 30-day footage retention;
 - Functioning alarm systems;
 - Security personnel during operating hours;
 - A magnetic lock door system between reception and showroom.





- b) Applicant will maintain entry protocol to the facility which includes:
- Valid photo ID verification required for entry;
 - Two-step verification process at both the reception area and for showroom access.

7. Parking and Deliveries

- a) Deliveries to the Premises:
- Applicant will only accept or provide deliveries from the designated parking pad on the rear of the property;
 - Applicant shall not accept any deliveries from nor provide any items for delivery to an illegally stopped, idling, or parked vehicle, or a vehicle that otherwise endangers pedestrian, bicycle, or vehicle traffic or impedes alleyway or roadway access.
 - Applicant will only allow for deliveries between 8:00 AM - 8:00 PM. Cannabis deliveries to qualifying patients will only occur during the hours specified in Section 2 of the agreement.
- b) Employee Parking:
- Applicant shall require its management and employees to park legally at all times and in compliance with the posted parking regulations of the District of Columbia.

8. Odor Control (Safe-Use Treatment Facility)

- a) Applicant will:
- Install and operate a ventilation system that directs air from the designated consumption area to the outside of the building through a pollution control unit or odor control unit that, at a minimum, eliminates all detectable odor, smoke, and by-products of combustion so as to prevent any and all public nuisances.
 - Perform regular cleaning and maintenance of said ventilation system.
 - Prevent any odor emanation from facility.

9. Community Engagement

- a) Applicant will:
- Designate a representative to attend ANC 5E meetings when possible to discuss community concerns;
 - Maintain a dedicated email address for community concerns;
 - Make this email address known to ANC 5E and any other member of the public upon request;
 - Document and respond to all complaints within 48 hours;
 - Maintain incident log available for ABCA inspection.

10. Compliance and Enforcement

- a) This Agreement is binding on Applicant and all successors or assigns.
- b) Applicant agrees that it shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to medical cannabis licensees and further agrees that ANC 5E shall have standing to ask the Board to immediately enforce any violations of this Agreement, subject to the notice provisions below.
- c) Notice and Cure Period:
- Any alleged breach of this agreement will be addressed through a 15-day written notice required before further action is taken;





- Notice must specify alleged violation and the Applicant shall have opportunity to cure within notice period;
- Notices shall be in writing and delivered via email or hand-delivery.
- Notice shall be deemed given as of the time of receipt or refusal of receipt.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Modifications require written agreement of all parties and ABCA approval.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 02-18-2025.

For ANC 5E:

Name: Huma Imtiaz
Title: Chair, ANC 5E

Name: Kyle Gardiner
Title: Secretary, Commissioner
Single Member District 5E01

For North Capitol Juice LLC:

Name: Hicham Benkraba
Title: Owner

5E01 Kyle Gardiner
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5E03 Michael Bloomberg
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