

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

In the Matter of:

Sky's the Limit, LLC
t/a Sky's the Limit

Summary Closure (Respondent)

at premises

1717 N Street, N.W.

Suite 1

Washington, D.C. 20009

)

)

)

)

)

)

)

)

)

)

)

)

)

Case No.: 25-ULC-00057

License No.: N/A

Order No.: 2025-954

BEFORE:

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn, Member

Ryan Jones, Member

David Meadows, Member

PARTIES:

Sky's the Limit, LLC t/a Sky's the Limit, Respondent

Omar Farooq, Sky's the Limit, Respondent

Sophia Mietus, 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 Chapter 16B of Title 7 of the D.C. Official Code or Title 22-C of the D.C. Municipal Regulations in accordance with D.C. Official Code § 2-509(a). The Parties filed an offer-in-compromise with the Board, which concluded this matter.

ORDER

Therefore, the Board, on this 22nd day of October 2025, **APPROVES** the OIC appended to this Order.

1. The parties agree that the attached OIC constitutes the entire agreement of the parties;
2. The Respondent agrees to the conditions, terms, penalties, and violations described in the OIC; and
3. The Respondent agrees that it understands the charges filed against it and the basis for those charges. The Respondent waives the right to contest liability, the right to a hearing, the right to present evidence and argument, the right to confront witnesses and evidence, and the right to appeal and have judicial review related to this matter. The Respondent understands that his or her decision to enter into this OIC permanently waives these rights in this matter.

ABCA shall deliver copies of this Order to the Government and the Respondent.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member

David Meadows

David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or 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.

In addition to filing a Motion for Reconsideration, pursuant to § 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, 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 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).

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



IN THE MATTER OF: SKY’S THE LIMIT, LLC t/a SKY’S THE LIMIT, Respondent.	Case No. 25-ULC-00057
--	------------------------------

OFFER IN COMPROMISE FOR BOARD APPROVAL

The District of Columbia jointly with Sky’s the Limit, LLC (Respondent) submits this Offer in Compromise (OIC) to the Alcoholic Beverage and Cannabis Board (Board), as authorized by 22-C DCMR § 6213, for approval by the Board.

The Parties understand that if the Board approves the OIC, the case will conclude. 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 the 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 the 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) Respondent agrees to not sell cannabis and cannabis products, including all cannabinoids, hemp, CBD, tetrahydrocannabinolic acid (THC-A), and THC; Kratom;

and any Schedule I substances, including psychedelic mushrooms, at the Premises, online, or at any other location in the District of Columbia without a medical cannabis retail license.

- (2) Respondent affirms that it has permanently vacated and terminated its lease of the Premises as evidenced by Exhibit A.
- (3) Respondent agrees that if it violates of D.C. Code § 7- 1671.08(f) at any time in the future, it shall be a subsequent violation under D.C. Code § 7- 1671.08(f)(2) and grounds for the Board to issue a fine in the amount of \$20,000 under D.C. Code § 7- 1671.08(f)(2)(A).

Dated: October 14, 2025

Respectfully submitted,

BRIAN L. SCHWALB
Attorney General for the District of Columbia

CHAD COPELAND
Deputy Attorney General
Civil Litigation Division

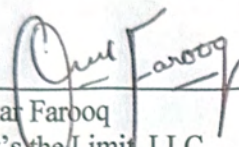
/s/ Kimberly M. Johnson
KIMBERLY M. JOHNSON [435163]
Chief, Civil Enforcement Section

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

/s/ Sophia Mietus
SOPHIA MIETUS [90010617]
Assistant Attorney General
400 Sixth Street, NW
Washington, DC 20001
(202) 735-7569
Email: Sophia.Mietus@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 a hearing to which I would have a right under D.C. Code § 7-1671.08(h). 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.


Omar Farooq
Sky's the Limit, LLC

10/14/2025
Date

TERMINATION OF LEASE

The following terms and conditions to this Agreement apply:

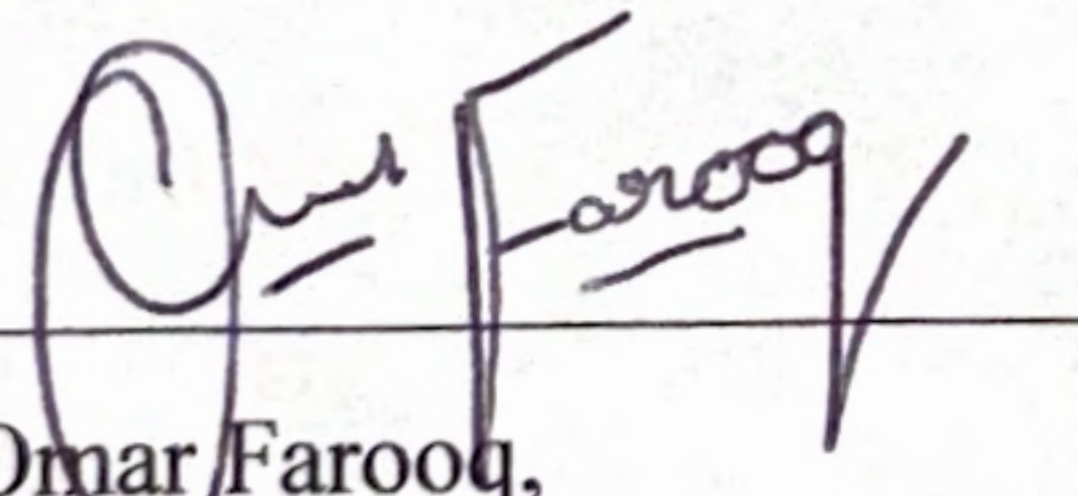
1.) The parties entered into a valid and binding commercial lease on June 23, 2022, for the rental of space on the First Floor, at 1325 Connecticut Avenue, N.W., Washington, D.C. 20036 and subsequent Lease Addendum dated July 17, 2024, between Monika M. Ensey and Maya M. Saujet, t/a Embassy Properties (Landlord) and Sky's The Limit, LLC (Tenant).

2.) At the request of the "Tenant", Sky's the Limit, LLC, the said Lease is being hereby terminated effective immediately upon mutual agreement between Sky's The Limit, LLC and Embassy Properties, Inc. desiring to close the business and end the lease.

3.) The Tenant shall be allowed to remove all furniture and fixtures belonging to Tenant upon the lifting of the ABCA summary closure. The Tenant shall return all keys and devices of access to the property to the Landlord.

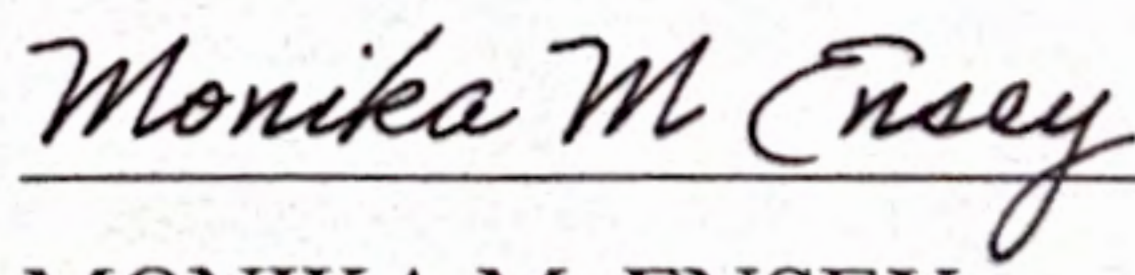
4.) As a result of this Agreement, the parties shall fully release each other from all liabilities, in the past or thereafter; said release applies to any and all claims, demands, actions, rights and causes of action, whether in existence today or that may accrue in the future.

WHEREFORE, the parties aforesaid do execute this document on this 19th day of September, 2025 and bind each to its terms and conditions.


Omar Farooq,

Managing Member

SKY'S THE LIMIT, LLC



MONIKA M. ENSEY

Landlord

CERTIFICATE OF SERVICE

On October 15, 2025 the foregoing Offer in Compromise for Board Approval was served
by electronic mail to:

Law Office of Jacobie K. Whitley, PLLC.
1455 Pennsylvania Avenue, NW, Suite 400
Washington, District of Columbia 20004
jwhitley@lawofficeofjkw.com

Counsel for Property Owner

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

Counsel for ABC Board

/s/ Sophia Mietus
Sophia Mietus
Assistant Attorney General