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1 P-R-O-C-E-E-D-I-N-G-S

2 11:43 p.m.

3 CHAIRPERSON ANDERSON: All right. The  
4 next matter is a summary action matter. So case  
5 number 25-ULC-00055, Good Smoke. Mr. Orellana,  
6 can you please elevate the parties in this case?

7 MR. ORELLANA: Sure thing. Betsy  
8 McMullen, access elevated. And Yama Shansab,  
9 access elevated. That is all, Chairman.

10 CHAIRPERSON ANDERSON: Thank you. Yama  
11 Shansab. All right.

12 MR. SHANSAB: Yes, good morning.

13 CHAIRPERSON ANDERSON: Good morning.  
14 Ms. McMullen, can you please identify yourself  
15 for the record, please?

16 MS. MCMULLEN: Assistant Attorney  
17 General Betsy McMullen, B-E-T-S-Y, M-C-M-U-L-L-  
18 E-N, here on behalf of the District.

19 CHAIRPERSON ANDERSON: Good morning.  
20 Mr. Shansab, can you please spell and state your  
21 name for the record and your identification,  
22 sir?

23 MR. SANSAB: Of course. Good morning,  
24 Chairman Anderson. My name is Yama Shansab. My  
25 first name is spelled Y-A, M as in Mary, A. And

1 my last name is spelled S-H-A, N as in Nancy, S  
2 as in Sam, A as in Apple, B as in Boy. Shansab.

3 And if you prefer, you can just call me  
4 Yama. I blame the last name on my parents so,  
5 you know.

6 CHAIRPERSON ANDERSON: I'm going to,  
7 without butchering your pronunciation, sir, I'm  
8 going to try to pronounce your last name when I  
9 reference you. So I'm not going to blame your  
10 parents that this is a name that you have, and  
11 it's incumbent upon myself to figure out how to  
12 pronounce it properly.

13 MR. SHANSAB: That's perfectly fine.  
14 Thank you. And, Chairman, if I may, we have a  
15 witness by the name of Anthony Morra. He should  
16 probably be in the attendee list, and he would  
17 be called as a witness.

18 CHAIRPERSON ANDERSON: All right. So,  
19 Mr. Orellana, can you look -- can you elevate  
20 that person? Okay. Fine. So, Mr. Shansab,  
21 what is your relationship to this establishment?

22 I'm sorry, what's your relationship? Why are  
23 you here? Who do you represent? Let me put it  
24 that way.

25 MR. SHANSAB: Thank you very much, Your

1 Honor. By way of just a very brief opening,  
2 Chairperson Anderson and members of the Board, I  
3 represent Charles Russell Properties, LLC. It  
4 is the owner of the premises at 1843 14th Street  
5 Northwest, second floor. It is not a cannabis  
6 licensee. It has never held a cannabis license.

7 It is not cited or charged or alleged to have  
8 operated an unlicensed cannabis business.

9 The summary closure at issue arose  
10 against a former tenant, this entity called Good  
11 Smoke, Inc. And it arose under D.C. Code  
12 Section 7-1671.08G1 because that now former  
13 tenant, Good Smoke Inc. was charged with  
14 unlawful conduct. Now, that section authorizes  
15 emergency closure where the operation of a  
16 cannabis establishment presents imminent danger  
17 to the health and safety of the public. And  
18 whatever the violations of the former tenant may  
19 have been committed, it has vacated the  
20 premises. There is no cannabis being sold.  
21 There is no ongoing operations at the location.

22 The statute's authorization of  
23 emergency abatement has been fulfilled. It does  
24 not authorize indefinite exclusion of a non-  
25 charged property owner, which is what Charles

1 Russell Properties, LLC is after the unlawful  
2 activity has ceased.

3           So, Chairperson, the question before  
4 the Board today is narrow: whether the summary  
5 closure authority continues once the alleged  
6 unlawful activity has ended and the unlicensed  
7 entity with which my client has no affiliation,  
8 Good Smoke Inc. and the former tenant has  
9 vacated. And we respectfully submit that it  
10 does not, and we ask that the premises merely be  
11 restored to the owner. And we'd like to present  
12 testimony of the manager of Charles Russell  
13 Properties, LLC, Mr. Morra, the title owner of  
14 the real property.

15           CHAIRPERSON ANDERSON: So, Ms.  
16 McMullen, I mean, there was a summary action.  
17 It's my understanding that the agency has  
18 possession of the key. So what is it that this  
19 Board is being asked to do today?

20           MS. MCMULLEN: Yes, Chairperson,  
21 members of the Board. As Mr. Shansab stated, we  
22 are here today on an underlying summary action.

23           On August 8th, 2025, the supervisory  
24 investigator, Peru, along with other ABCA  
25 investigators, conducted an undercover buy at

1 Good Smoke, the establishment at the premises in  
2 this case that is owned by Charles Russell  
3 Property, Mr. Shansab's client. Illegal  
4 cannabis was bought at this buy. On August  
5 13th, 2025, ABCA issued a summary closure  
6 against the establishment, closing the premises  
7 due to, as Mr. Shansab cited, D.C. Code Section  
8 7-1671.08G1, stating that there was imminent  
9 danger to the safety of the public due to this  
10 unlicensed cannabis.

11 On August 22nd, 2025, I was contacted  
12 by Ms. Amber Dior Smith. That is the co-owner  
13 of Good Smoke, the establishment. We entered  
14 into OIC negotiations, and, on October 22nd,  
15 2025, a order was issued by the Board approving  
16 the terms, the OIC terms, entered into between  
17 Good Smoke, the establishment, and ABCA. Part  
18 of the terms of that OIC issued in the Board  
19 order were that a \$10,000 fine would be paid,  
20 which would allow the establishment to receive  
21 the keys back to the premises.

22 I was contacted on January 14th. 2026,  
23 four months after this order by the Board  
24 approving the OIC that Ms. Dior Smith and the  
25 establishment had vacated the premises and had

1 no intention to pay the \$10,000 fine. I was  
2 contacted by Mr Anthony Morra, the agent of  
3 Charles Russell Properties for this premises.  
4 We then attempted to enter into OIC negotiations  
5 and it was unsuccessful, which is now why we are  
6 at a hearing today before the Board.

7 And we would just ask that the Board,  
8 should it decide to issue an order allowing the  
9 premises to receive the keys back, that it issue  
10 an order including standard terms normally  
11 entered into an OIC, such as that the  
12 establishment will -- the premises will not  
13 lease to another unlicensed cannabis  
14 establishment and other such terms, which I'm  
15 happy to get more into.

16 CHAIRPERSON ANDERSON: So it appears  
17 that there is no dispute. I mean, there I no  
18 dispute, it doesn't appear, and I guess what is  
19 it that you are asking the Board to do, sir?

20 MR. SHANSAB: Chairman Anderson, we are  
21 asking the Board simply to return the keys to  
22 the landowner, to the property owner. The  
23 property owner has been locked out of the  
24 property for some time. If I'm looking at it as  
25 an outside party who doesn't appear before the

1 Board very often or at all, the emergency has  
2 abated. The tenant was the bad actor. It  
3 burned the Board with an offer in compromise it  
4 didn't uphold, and it burned my client because  
5 it didn't fulfill those terms. It hasn't paid  
6 the rent.

7 We issued a notice to quit. That would  
8 be one of the pieces of the record that we would  
9 present to the Board today as part of the  
10 record. We submitted Exhibits 1 through 3. And  
11 the notice to quit has been posted. And what  
12 we're asking is simply to return --

13 MR. ORELLANA: Apologies. Board Member  
14 Meadows is having an issue right now. He should  
15 be back up in a couple --

16 CHAIRPERSON ANDERSON: Yes. Hold on.  
17 Hold on. I didn't realize. We can't operate --  
18 we need three members to operate. So I  
19 apologize.

20 (Whereupon, the above-referred to  
21 matter went off the record at 11:51 a.m. and  
22 went back on the record at 12:08 p.m.)

23 CHAIRPERSON ANDERSON: We're back on  
24 the record. All right.

25 MEMBER MEADOWS: Yes. I apologize to

1 everyone. Out of my control; that's electronics  
2 for you. For some reason, my laptop, my  
3 government laptop has decided to do a complete  
4 reboot of my system. I don't know. I got a  
5 update yesterday, and I hit the button to say  
6 delay for five days. But I guess it went ahead  
7 on its own.

8 Ms. McMullen, my apologies.

9 CHAIRPERSON ANDERSON: Well, you should  
10 have updated yesterday. Well, no, we were in a  
11 hearing yesterday, so you couldn't have updated  
12 yesterday. And we normally don't meet on  
13 Thursday, so we meet on Wednesday. So that's  
14 why, you know, that's what happened, Mr.  
15 Meadows. Your computer is not used to working  
16 on Thursdays. It's like, okay, I work on  
17 Wednesdays because Wednesdays is an after-  
18 hearing day, so if you want me to work a  
19 different day I'm going to go on strike.

20 All right. I'm sorry. Mr. Shansab, you  
21 were giving your presentation of, I believe,  
22 what is it that you're seeking?

23 MR. SHANSAB: We are seeking a return  
24 of the keys, and that's all we're seeking, just  
25 a return of the landowner's keys. You know, to

1 the extent that the Board believes that there  
2 are future conditions attached to that, we don't  
3 believe that the D.C. code empowers the Board to  
4 compel perspective conditions upon the landowner  
5 without having charged the landowner with any  
6 wrongdoing.

7           And I think that's what Ms. McMullen  
8 had suggested, that that the offer in compromise  
9 terms, as she presented them to me, were quite  
10 onerous. They waive all notices in the future,  
11 a \$10,000 immediate penalty. That isn't the  
12 statutory framework in D.C. between the two  
13 statutes and between the regime applicable to  
14 Good Smoke Inc. and my client, which wasn't  
15 charged or notified of any violation on its  
16 part.

17           So all we're seeking Chairperson  
18 Anderson and members of the Board, is just a  
19 return of the keys. I think that both the Board  
20 and my client, Charles Russell Properties, have  
21 been victimized by the former tenant. I would  
22 note that that former tenant wasn't the original  
23 tenant. It was a tenant by an assignment, and  
24 so they hadn't been there for as long as the  
25 prior tenant. And they weren't, apparently,

1 operating for some time. They were paying rent  
2 for some time, but not operating.

3 And I would just want to note for the  
4 record, to the extent the Board isn't inclined,  
5 to grant the relief requested, we would like to  
6 admit the Exhibits 1 through 3 that we submitted  
7 through Mr. Berman's and Ms. McMullen's office,  
8 or we can proceed with the testimony,  
9 Chairperson.

10 CHAIRPERSON ANDERSON: Thank you. It  
11 would be hard pressed for the Board to issue  
12 findings of fact and conclusion of law or to  
13 impose any conditions on the landlord, unless --  
14 there has to be a factual record for us to base  
15 conclusion of law, findings of fact and  
16 conclusions of law.

17 So if you wish to call a witness to  
18 establish this, then the Board would consider  
19 it. If not, what I will do is ask the counsel  
20 to put his case on, to put his case on, and the  
21 Board will make a decision based on his  
22 presentation.

23 MS. McMULLEN: Chairperson, the  
24 District, so long as Mr. Shansab is able to  
25 appropriately show that imminent harm has ceased

1 by way of a legal establishment vacating the  
2 premises, the District sees no problem with the  
3 keys being returned.

4           The one thing the District would like  
5 to just note for the record is to push back  
6 against Charles Russell Properties' assertion  
7 that there was no notice of these proceedings.  
8 As you're well aware of the proceedings,  
9 Chairperson and members of the Board, the  
10 landlord is always notified of these proceedings  
11 and, in fact, has an obligation to know what's  
12 going on and the premises at least is out. I  
13 have proof of an email with Mr. Morra CC'd on it  
14 that he was aware of these proceedings dating  
15 back to August 22nd. So I would just like to  
16 push back against any assertion that there was  
17 no notes of these proceedings because Charles  
18 Russell Properties has had awareness of these  
19 proceedings since August of last year.

20           That being said, if proof can be shown  
21 that the imminent danger has ceased, the  
22 District sees no issue with the keys being  
23 returned.

24           CHAIRPERSON ANDERSON: That's fine.  
25 You stated that the landlord was on notice. Is

1 that document in the record?

2 MEMBER MEADOWS: I have submitted it as  
3 an exhibit to Mr. Berman. I'm happy to testify  
4 -- I'm happy to admit it on cross of Mr. Morra.

5 CHAIRPERSON ANDERSON: All right. Okay,  
6 fine. I would like, if there's evidence to the  
7 contrary, then I need that to be a part of the  
8 record.

9 All right. So, Mr. Shansab, do you  
10 wish to call a witness, sir? And then you can  
11 bring in all the documents that --

12 MR. SHANSAB: Yes, Chairperson.

13 CHAIRPERSON ANDERSON: Yes. Who's your  
14 witness --

15 MR. SHANSAB: And just for  
16 clarification, the notice of summary action was  
17 sent to both.

18 CHAIRPERSON ANDERSON: You can bring  
19 that in. Okay.

20 MR. SHANSAB: Very good.

21 CHAIRPERSON ANDERSON: You can bring  
22 that in if this witness can testify, or you can  
23 bring that in and present in your case. As I  
24 stated before, the Board needs some record to  
25 make whatever decision we're going to make. I

1 need to have some records and, therefore, some  
2 parties, if it was to go to the court of appeal,  
3 at least there's some administrative record that  
4 we will have.

5 So that's one of the reasons why I  
6 asked Ms. McMullen if she had a witness she  
7 wished to call because, if she's asking the  
8 Board to impose conditions on returning the keys  
9 or on future actions, then we would have to have  
10 some record to base that on. And so if there is  
11 none, then, if you can show through through your  
12 witness to say that, okay, this is what this is  
13 where we are today, then whatever decision the  
14 Board makes, it's based on some factual  
15 findings. Okay. MR. SHANSAB: Perfect.

16 Thank you. Thank you, Chairperson. All right.

17 I'll call Anthony Morra. I think he's in  
18 attendance. CHAIRPERSON ANDERSON: Yes,  
19 he's here. Mr. Morra, can you raise your right  
20 hand, please. Do you swear or affirm to tell  
21 the truth and nothing but the truth?

22 MR. MORRA: Yes.

23 CHAIRPERSON ANDERSON: All right. Your  
24 witness, sir.

25 MR. SHANSAB: All right. Thank you.

1 Mr. Morra, please spell your name for the  
2 record.

3 MR. MORRA: Anthony Morra. A-N-T-H-O-  
4 N-Y. Morra is M, as in Mary, O-R-R-A.

5 MR. SHANSAB: And what is your role  
6 with Charles Russell Properties, LLC, sir?

7 MR. MORRA: I'm a manager of the  
8 company.

9 MR. SHANSAB: Does Charles Russell  
10 Properties, LLC own the commercial premises at  
11 1843 14th Street Northwest, second floor,  
12 Washington, D. C. 20009?

13 MR. MORRA: Yes.

14 MR. SHANSAB: Did Charles Russell  
15 Properties have any ownership interest in Good  
16 Smoke, Incident?

17 MR. MORRA: No.

18 MR. SHANSAB: Did Charles Russell  
19 Properties, LLC have any role in operating or  
20 managing Good Smoke's business?

21 MR. MORRA: No.

22 MR. SHANSAB: Did Charles Russell  
23 Properties, LLC ever hold a cannabis license  
24 issued by the ABCA?

25 MR. MORRA: No.

1 MR. SHANSAB: After ABCA initiated  
2 enforcement proceedings against Good Smoke, how  
3 did you understand that Good Smoke, Inc. was  
4 working directly with ABCA regarding compliance?

5 MR. MORRA: I was CC'd on an email  
6 between our tenant and Ms. McMullen.

7 MR. SHANSAB: And how did you become  
8 aware that Good Smoke later entered into an  
9 offer in compromise with ABCA in connection with  
10 those proceedings?

11 MR. MORRA: I was CC'd again on an  
12 email between them and Ms. McMullen.

13 MR. SHANSAB: All right. At this time,  
14 I'd like -- I think the Board has been provided  
15 and Ms. McMullen was provided in advance Charles  
16 Russell Properties, LLC's Exhibit 1.

17 (Whereupon, the above-referenced  
18 document was marked as Landlord Exhibit No. 1  
19 for identification.)

20 MR. SHANSAB: And Mr. Morra has a copy  
21 of that in front of him, and I can --

22 CHAIRPERSON ANDERSON: You can, if you  
23 want, we can allow our -- I can have our IT  
24 person allow you to share your screen so you can  
25 show us that document, sir. Are you able to

1 share your screen with us?

2 MR. SHANSAB: You might be exceeding my

3 --

4 CHAIRPERSON ANDERSON: Then that's  
5 fine. So you said that document was disclosed.

6 You have a copy. Ms. McMullen, do you have a  
7 copy of the document that he's referencing?

8 MS. MCMULLEN: I do, Chairperson.

9 CHAIRPERSON ANDERSON: Okay. You can  
10 go ahead then, sir. I'm not going to ask you to  
11 do anything further. Go ahead, sir.

12 MR. SHANSAB: Okay. Thank you. Mr. Morra,  
13 you've seen this document that's been marked  
14 Exhibit 1. Do you recognize it, sir?

15 MR. MORRA: Yes.

16 MR. SHANSAB: And what is it?

17 MR. MORRA: It's an email from Ms.  
18 McMullen to our tenant.

19 MR. SHANSAB: All right. And were you  
20 copied on this communication, sir?

21 MR. MORRA: Yes.

22 MR. SHANSAB: And what is the date on  
23 this document?

24 MR. MORRA: August 28th, 2025.

25 MR. SHANSAB: And it is an email

1 exchange; is that accurate?

2 MR. MORRA: Yes, it's a response.

3 MR. SHANSAB: There's an email. There  
4 are two emails, one from this lady, Ms. Dior,  
5 and one response from Ms. McMullen; is that  
6 right?

7 MR. MORRA: Yes.

8 MR. SHANSAB: And what was your  
9 understanding about what Ms. McMullen said in  
10 this email?

11 MR. MORRA: That Charles Russell  
12 Properties, as the landlord, would not be  
13 responsible for any fines or appearances at any  
14 hearings.

15 MR. SHANSAB: All right. And did you  
16 rely on that representation in Exhibit 1 by Ms.  
17 McMullen?

18 MR. MORRA: Yes.

19 MR. SHANSAB: All right. I move to  
20 admit Exhibit 1 into the record.

21 CHAIRPERSON ANDERSON: Ms. McMullen?

22 MS. MCMULLEN: I just had an objection  
23 to the relevance here. I know that notice has  
24 now been brought up by myself, as well. But  
25 whether or not the awareness of the proceedings

1 do not relate to what we're here to discuss  
2 here, which is whether or not imminent harm has  
3 ceased and, as a result of that, whether or not  
4 these keys can be returned, I think this whole  
5 fight over notice and Charles Russell  
6 Properties' awareness of what's going on inside  
7 their property does not have anything to do with  
8 whether or not imminent harm has ceased in this  
9 case.

10 MR. SHANSAB: Okay. If I may respond  
11 to that, if that's the position of the  
12 government, the relevance of the email is simply  
13 that there was no notice of any charge against  
14 Charles Russell Properties and that it wouldn't  
15 be responsible for any fines. We can go right  
16 into the issue of whether the harm has ceased  
17 next, but we think that the Exhibit 1 is  
18 relevant to the question of were they on notice  
19 that they were being charged.

20 CHAIRPERSON ANDERSON: I'm going to I'm  
21 going to move it -- I'm going to allow. I'm  
22 going to override the objection with the  
23 document evidence.

24 (Whereupon, Landlord Exhibit No. 1 was  
25 received into evidence.)

1                   CHAIRPERSON ANDERSON: Ms. McMullen,  
2 you can cross-examine him on his knowledge on  
3 the document, but I'm going to allow the  
4 document into evidence.

5                   Go ahead, sir.

6                   MR. SHANSAB: Thank you, sir. Did Good  
7 Smoke ultimately fulfill its obligations, Mr.  
8 Morra, to ABCA under its compliance efforts, as  
9 you understand them?

10                  MR. MORRA: No.

11                  MR. SHANSAB: Did Good Smoke continue  
12 to pay rent under the lease?

13                  MR. MORRA: Initially, yes. And then  
14 they they stopped paying.

15                  MR. SHANSAB: Did the tenant fall into  
16 arrears?

17                  MR. MORRA: Yes.

18                  MR. SHANSAB: Let me ask you to look at  
19 what's been predisclosed and provided to Ms.  
20 McMullen as Charles Russell Properties Exhibit  
21 2.

22                               (Whereupon, the above-referenced  
23 document was marked as Landlord Exhibit No. 2  
24 for identification.)

25                  MR. SHANSAB: And I believe, Mr. Morra,

1 you have a copy of Exhibit 2 in front of you,  
2 sir; is that right?

3 MR. MORRA: I do.

4 MR. SHANSAB: And after the tenant  
5 failed to fulfill its obligations and failed to  
6 pay its rent, did your LLC take action as as the  
7 landlord?

8 MR. MORRA: Yes.

9 MR. SHANSAB: Let me ask you to look at  
10 Exhibit 2. Do you recognize it?

11 MR. MORRA: Yes.

12 MR. SHANSAB: Does it reflect a 72-hour  
13 notice to quit issued to Good Smoke Inc. for  
14 nonpayment of rent?

15 MR. MORRA: Yes.

16 MR. SHANSAB: Did you sign it, sir? Is  
17 that your signature at the bottom?

18 MR. MORRA: Yes.

19 MR. SHANSAB: All right. I move  
20 Exhibit 2 into the record as the 72-hour notice  
21 to quit by Charles Russell Properties to Good  
22 Smoke, Inc.

23 CHAIRPERSON ANDERSON: Any objection?

24 MS. MCMULLEN: No objection.

25 CHAIRPERSON ANDERSON: Without

1 objection.

2 (Whereupon, Landlord Exhibit No. 2 was  
3 received into evidence.)

4 MR. SHANSAB: Thank you. And, Mr.  
5 Morra, the date on the notice to quit is January  
6 6, 2026; is that right?

7 MR. MORRA: Yes.

8 MR. SHANSAB: All right. Now, there's  
9 a second page to Exhibit 2, and it's an  
10 affidavit of service in blank. Do you see that?

11 MR. MORRA: Yes.

12 MR. SHANSAB: All right. Let me ask  
13 you to look at Exhibit 3 now. This is Charles  
14 Russell Properties, LLC's Exhibit 3. And this  
15 was also pre-disclosed, Chairperson Anderson, to  
16 Ms. McMullen and Mr. Berman yesterday.

17 (Whereupon, the above-referenced  
18 document was marked as Landlord Exhibit No. 3  
19 for identification.)

20 MR. SHANSAB: And, Mr. Morra, do you  
21 have a copy of Exhibit 3 in front of you?

22 MR. MORRA: Yes.

23 MR. SHANSAB: All right. Can you tell  
24 me what that is?

25 MR. MORRA: An affidavit of service

1 from our process server.

2 MR. SHANSAB: All right. So you had  
3 this affidavit of service prepared by the  
4 process server?

5 MR. MORRA: My counsel did, yes.

6 MR. SHANSAB: All right. And was the notice  
7 to quit posted that we saw in Exhibit 2  
8 according to this affidavit of service?

9 MR. MORRA: Posted and mailed.

10 MR. SHANSAB: Posted and mailed. I  
11 move Exhibit 3 into the record.

12 CHAIRPERSON ANDERSON: Any objection?

13 MS. MCMULLEN: No objection.

14 CHAIRPERSON ANDERSON: Without  
15 objection.

16 (Whereupon, Landlord Exhibit No. 3 was  
17 received into evidence.)

18 MR. SHANSAB: All right. Mr. Morra,  
19 after you submitted a notice to quit and served  
20 the premises and the principle of Good Smoke  
21 Inc. with a notice to quit, did Good Smoke  
22 vacate the premises, sir?

23 MR. MORRA: Yes.

24 MR. SHANSAB: Is Good Smoke currently  
25 operating at 1843 14th Street, second floor, or

1 anywhere on those premises?

2 MR. MORRA: No.

3 MR. SHANSAB: Are there any cannabis  
4 products currently present at the premises?

5 MR. MORRA: No.

6 MR. SHANSAB: Is any cannabis retail  
7 activity occurring there today, sir?

8 MR. MORRA: No.

9 MR. SHANSAB: In connection with Good  
10 Smoke Inc., what charge or violation was leveled  
11 against Charles Russell Properties, LLC under  
12 the D.C. cannabis laws, as you understood them?

13 MR. MORRA: None.

14 MR. SHANSAB: Is there any ongoing  
15 cannabis activity at all occurring at 1843 14th  
16 Street Northwest, whether it's on the second  
17 floor or any other part of the premises?

18 MR. MORRA: No.

19 MR. SHANSAB: Do you have prospective  
20 tenants, sir, currently that are looking to rent  
21 the space that's been padlocked?

22 MR. MORRA: Yes.

23 MR. SHANSAB: And do you believe  
24 yourself to be losing rents as we speak?

25 MR. MORRA: Yes.

1 MR. SHANSAB: I tender the witness.

2 CHAIRPERSON ANDERSON: Ms. McMullen, do  
3 you have any cross?

4 MS. MCMULLEN: Yes, Chairperson. Good  
5 afternoon, Mr. Morra. If I may share my screen.

6 CHAIRPERSON ANDERSON: Mr. Orellana,  
7 please allow Ms. McMullen to share her screen.

8 MR. ORELLANA: Access granted.

9 CHAIRPERSON ANDERSON: Thank you, sir.

10 MS. MCMULLEN: Thank you. I'd like to  
11 present to the Board and to Mr. Morra what has  
12 been previously marked as Government Exhibit 1.

13 (Whereupon, the above-referenced  
14 document was marked as Government Exhibit No. 1  
15 for identification.)

16 MS. MCMULLEN: Mr. Morra, can you see  
17 the screen?

18 MR. MORRA: Yes.

19 MS. MCMULLEN: Could you please read  
20 this email? Have you seen this email before?

21 MR. MORRA: Yes.

22 MS. MCMULLEN: Can you please read it  
23 to the Board?

24 MR. MORRA: This is looks like it's  
25 Amber Dior, amber@amberdiorllc.com, to Good

1 Smoke, which is goodsmokedc@gmail.com,  
2 Charlesrussellproperties@gmail.com, and  
3 mcmullen@Betsyoag --

4 MS. MCMULLEN: Sorry, go ahead. You  
5 can continue. Sorry.

6 MR. MORRA: Yes. On 8/22/2025, thank  
7 you for taking my call, Assistant Attorney  
8 General McMullen. Per our discussion, I have  
9 CC'd Anthony Smith, owner  
10 of Good Smoke, and Anthony Morra, representative  
11 for Charles Russell Properties, to this email.  
12 All parties are aware that you will be dealing  
13 with Amber Smith directly to get this case  
14 resolved. Please let us know the next steps  
15 once you speak with your client. Thank you in  
16 advance for your help, and have a great weekend.

17 Amber Dior.

18 MS. MCMULLEN: Thank you, Mr. Morra  
19 And is this email,  
20 charlesrussellproperties@gmail.com, is that your  
21 email?

22 MR. MORRA: Yes.

23 MS. MCMULLEN: And you remember  
24 receiving this email?

25 MR. MORRA: I do not recall

1 specifically this one.

2 MS. MCMULLEN: And when was this email  
3 sent?

4 MR. MORRA: When was it sent?

5 MS. MCMULLEN: Yes.

6 MR. MORRA: August 22nd, 2025.

7 MS. MCMULLEN: Chairperson Anderson, I  
8 would ask that what has been previously marked  
9 as Government Exhibit 1 be entered into  
10 evidence.

11 CHAIRPERSON ANDERSON: Any objection?

12 MR. SHANSAB: I simply object on  
13 relevance.

14 MS. MCMULLEN: Chairperson, I would ask  
15 that if emails taken out of context from the  
16 premises aside maybe entered into evidence, then  
17 this showing notice may be entered, as well.

18 CHAIRPERSON ANDERSON: I'm going to  
19 allow the document evidence. I'm going to  
20 overrule the objection, so I'm going to allow  
21 Exhibit 1 into evidence.

22 (Whereupon, Government Exhibit No. 1  
23 was received into evidence.)

24 MS. MCMULLEN: Thank you, Chairperson.

25 I'll now stop sharing my screen. Mr. Morra,

1 were you aware that there was illegal activity  
2 happening at the premises you leased to good  
3 smoke.

4 MR. MORRA: No.

5 MS. MCMULLEN: And do you have any  
6 concerns that, were you to lease to a new  
7 establishment, you might not know again that  
8 there is illegal activity happening at the  
9 premises?

10 MR. MORRA: No.

11 MR. SHANSAB: Objection, beyond the  
12 scope of the direct examination.

13 MS. MCMULLEN: I would say that, if we  
14 are speaking on forward-looking provisions,  
15 then it would matter, the awareness that the  
16 landlord has on the goings-on at his property to  
17 determine whether this may happen again.

18 CHAIRPERSON ANDERSON: I'm going to  
19 overrule the objection, so the witness can  
20 answer the question.

21 MR. MORRA: Can you repeat it one more  
22 time?

23 MS. MCMULLEN: If you had no awareness  
24 of the illegal activity happening at your  
25 premises when good smoke shared the lease, do

1 you have any concerns that this may happen again  
2 were you to rent to a new tenant?

3 MR. SHANSAB: Same objection and  
4 speculation.

5 CHAIRPERSON ANDERSON: I'm going to  
6 overrule the objection. You can answer the  
7 question if you can.

8 MR. MORRA: Can you repeat one more  
9 time?

10 MS. MCMULLEN: Since you are unaware of  
11 the goings-on, the legal goings-on, when good  
12 smoke held the lease at your property, do you  
13 have concerns that the same thing may happen  
14 again were you to lease to a new tenant, your  
15 unawareness of the illegal activities at your  
16 property?

17 MR. MORRA: I'd be concerned, yes, but  
18 unable to police my commercial tenants at all  
19 times.

20 MS. MCMULLEN: And you said that you  
21 had interest from new tenants. Have you  
22 researched these possible new tenants'  
23 backgrounds to confirm that they are not more  
24 illegal -- they are not more establishments that  
25 would enter into illegal activity?

1 MR. SHANSAB: Objection. This is  
2 completely irrelevant and outside the scope of  
3 ABCA's functions, whether he has or what kind of  
4 tenants he may have lined up. The regulatory  
5 authority of ABCA doesn't allow this kind of  
6 questioning because it doesn't allow Ms.  
7 McMullen to police a private landowner's  
8 perspective tenants.

9 MS. MCMULLEN: I would argue that it's  
10 directly ABCA's concern whether or not more  
11 illegal cannabis establishments are being run.

12 MR. SHANSAB: Yes. But, Chairman  
13 Anderson, the objection is that we don't  
14 regulate future unknown conduct. That's a  
15 hallmark of our laws in the U.S. still, more or  
16 less.

17 MS. MCMULLEN: But we have proof that  
18 this landlord was unaware of bad actors before,  
19 and there we have concern that the imminent  
20 danger, in fact, has not fully ceased but has  
21 just ceased for a temporary period of time. And  
22 the full cessation of imminent danger is what  
23 allows these keys to be returned.

24 MR. SHANSAB: There's absolutely no  
25 evidence that there is an imminent danger that

1 remains. There's only evidence in the record  
2 that the prior tenant has vacated.

3 CHAIRPERSON ANDERSON: I'm going to  
4 sustain the objection. In previous cases, I  
5 would have overruled the objection because there  
6 was a factual basis that the landlord was in --  
7 there were documents in evidence to say that the  
8 landlord was a part of this, was served, the  
9 facts leading up to this case. And I've seen  
10 previous offers in compromise where, as part of  
11 the offer in compromise, the landlord does agree  
12 that they're going to allow ABCA to monitor the  
13 tenants to make sure that they don't rent to  
14 another person who's selling illegal cannabis,  
15 but that's because the record supported all that  
16 facts. Those facts are not in this record, so  
17 I'm going to sustain the objection.

18 Let's move on.

19 MS. MCMULLEN: Thank you, Chairperson.

20 Mr. Morra, where is the office you maintain as  
21 part of your duties for Charles Russell  
22 Properties?

23 MR. MORRA: In Burke, Virginia.

24 MS. MCMULLEN: In North Virginia?  
25 Northern Virginia? Sorry. Okay. Thank you.

1 And how often do you check on the properties you  
2 lease to?

3 MR. MORRA: Charles Russell Property  
4 owns some residential real estate in Washington,  
5 D.C., northwest, close by to this property. I  
6 would say I pass by this property weekly.

7 MS. MCMULLEN: Weekly. And on these  
8 pass-bys, you had no concerns that there were  
9 illegal cannabis sales happening?

10 MR. SHANSAB: Objection. The same  
11 objection. This is plowing through the same  
12 ground, Chairperson.

13 MS. MCMULLEN: Chairperson, I believe  
14 that we need to ensure that the landlord is  
15 aware of what's happening at its premises.

16 CHAIRPERSON ANDERSON: I'm going to  
17 overrule the objection, but I think, as I stated  
18 before, one of the problems I have with this  
19 case, there's not a lot of facts on direct  
20 testimony in a sense that there's -- we don't  
21 have a large record on this case, but I'm going  
22 to overrule the objection. He can answer the  
23 question and then -- yes.

24 MS. MCMULLEN: I can ask the question  
25 again and just want to note for the record that

1 the case report is part of the record here.  
2 Well, it's part of ABCA's record, but it's no --  
3 and I'll get clarifications later on from our  
4 general counsel. So the case report is part of  
5 the record, but I'm not sure if it's a part of  
6 this particular case, so I can't respond to that  
7 currently.

8 MS. MCMULLEN: It's our current  
9 understanding that it is, and I know that the  
10 case report has been sent to Mr. Shansab in his  
11 preparation for this hearing. But I can re-ask  
12 my question.

13 Mr. Morra, when you would drive by this  
14 establishment weekly and ask for the case  
15 report, there were signs outside showing that  
16 they were selling cannabis. Did you have any  
17 concerns about illegal cannabis activity at this  
18 premises?

19 MR. MORRA: I did not see any such  
20 signs.

21 MS. MCMULLEN: Your Honor -- I'm sorry.  
22 Chairperson, may I refer to the case report? I  
23 can pull it up.

24 CHAIRPERSON ANDERSON: You asked him  
25 about the signs. He said that he wasn't aware,

1 so I'm not quite sure bringing the case report -  
2 - how is that going to help answer the question?  
3 He said he didn't see the signs so.

4 MR. SHANSAB: I'm just going to object.  
5 She's looking to -- it's an improper attempt to  
6 impeach the witness, and I would like to just  
7 point out that Ms. McMullen said that the issue  
8 of whether Mr. Morra or Charles Russell  
9 Properties had notice of the proceedings is  
10 irrelevant to the return of the keys and the  
11 disposition of this matter. I don't disagree  
12 with her on that point; that's the one point we  
13 seem to agree on, and this entire line of  
14 questions is irrelevant.

15 CHAIRPERSON ANDERSON: I think I know  
16 where the government is going. I mean, I don't  
17 think the government is opposing the keys being  
18 returned to the client, to your client. I think  
19 the government's position is that, yes, the keys  
20 can be provided to your client, but we need to  
21 ensure that your client does not rent to another  
22 illegal cannabis business and your client does  
23 provide access to ABCA to know who the tenant is  
24 to ensure that you're not renting to another  
25 illegal establishment.

1           I think that's where the government is  
2 going, sir. That's their position. And so, as  
3 Ms. McMullen had started off, she wanted us to  
4 state that, okay, the keys can go back, but  
5 these are the conditions that we want you to  
6 comply with. So that's where she's going.  
7 That's why I asked her if she had witnesses to  
8 put some facts in the record.

9           And so if the Board is going to rule on  
10 conditions in returning the keys, so, yes,  
11 you're going to get the keys back, but are there  
12 any future conditions that you should comply  
13 with, and that's where this case is, okay?

14           MR. SHANSAB: Yes. But without the  
15 landowner having been named a respondent in this  
16 proceeding and having been received, having  
17 received notice of its status as a respondent,  
18 there's simply no statutory authorities to  
19 impose conditions. These conditions that Ms.  
20 McMullen has sought to impose by an offer in  
21 compromise are in the nature of equitable  
22 servitudes on the property. They are clouds on  
23 the title of the property, and there is no D.C.  
24 legislation that permits that under these  
25 circumstances. None at all. And it may be

1 something that is extracted in the form of  
2 leverage to settle to get property back with  
3 other landowners through the offer in compromise  
4 mechanism, but there is no statutory grant to  
5 this Board that permits that kind of imposition  
6 of conditions prospectively.

7 CHAIRPERSON ANDERSON: And so I'm going  
8 to sustain the objection. I guess my concern,  
9 Ms. McMullen, you're correct, under 9715.10,  
10 yes, the case report is considered an exhibit.  
11 But I'm trying to figure out why is it that you  
12 want to -- the question that you asked the  
13 witness, did he see the signs, he said he wasn't  
14 aware of it. Is there something in the case  
15 report to say that, yes, to prove that he saw  
16 the sign? So that's where my concern is.

17 MS. MCMULLEN: Chairperson, I, of  
18 course, cannot speculate as to Mr. Morra's  
19 vision, or lack thereof, on any given day. The  
20 case report shows that it's my understanding  
21 that there was a sign out there daily, and I  
22 have picture proof of it through the case  
23 report. So that was my --

24 CHAIRPERSON ANDERSON: And that's fine.  
25 I mean, that's fine. I mean, we'll take notice

1 that there was a sign there. He stated that he  
2 never saw it. I mean, you can't dispute that,  
3 so let's move on.

4 MS. MCMULLEN: Okay. Thank you,  
5 Chairperson. Mr. Morra, what practices do you  
6 have in place to inspect properties to ensure  
7 that tenants are in compliance with the lease  
8 terms?

9 MR. SHANSAB: I'm just going to object  
10 to the relevance of this. This is not a  
11 respondent before the Board. This is a property  
12 owner whose property has been locked up and  
13 needs to be returned. There's just no basis for  
14 Ms. McMullen to ask these questions. It's just  
15 irrelevant.

16 MS. MCMULLEN: Chairperson, presumably,  
17 there are terms in the lease that state that  
18 illegal activity will not take place on the  
19 premises, and it, here, clearly was. So the  
20 government just wants to see if there's any  
21 compliance efforts on the landlord's part to  
22 ensure that the lease is followed.

23 CHAIRPERSON ANDERSON: I'm going to  
24 overrule the objection.

25 MR. MORRA: Can you repeat it one more

1 time?

2 MS. MCMULLEN: Yes, of course. What  
3 practices do you have in place to inspect  
4 properties to ensure that tenants are in  
5 compliance with the lease terms?

6 MR. MORRA: Our commercial leases state  
7 that our tenants will not break any D.C. laws,  
8 regulations, statutes. We expect them to uphold  
9 the lease agreement with us.

10 MS. MCMULLEN: And do you have any  
11 practices in place to ensure compliance with  
12 that?

13 MR. SHANSAB: Same objection.

14 CHAIRPERSON ANDERSON: And I'm going to  
15 overrule the objection. You can answer the  
16 question, if you can.

17 MR. MORRA: We visit the properties on  
18 an annual basis, fire inspections, things to  
19 uphold, D.C. Department of Buildings  
20 regulations. If it makes the Board feel any  
21 better, we own the building next door, 1845 14th  
22 Street. It's a commercial kitchen. We are  
23 around. I did not see any signs, whether they  
24 were putting them out on certain hours. I work  
25 in the daytime. I come and manage our

1 residential properties.

2 I pass by, make sure trash is being picked up,  
3 properties are clean.

4 I don't have control 24 hours a day  
5 over all the practices of all of my commercial  
6 tenants.

7 MS. MCMULLEN: Chairperson, if I could  
8 share my screen really quick. I just want to  
9 ensure the Board sees this picture on the case  
10 report.

11 CHAIRPERSON ANDERSON: All right.  
12 Mr. Orellana, does she still have the ability to  
13 share her screen?

14 MS. MCMULLEN: Thank you. I'll be done  
15 soon, I promise.

16 CHAIRPERSON ANDERSON: Yes, thank you.  
17 Go ahead.

18 MS. MCMULLEN: Thank you. Okay. I am  
19 sharing my screen. This is a picture from page  
20 4 of the case report of this case, 25-ULC-00055.

21 Mr. Mora, you just stated you go in the  
22 daytime. I just wanted to share this picture in  
23 the broad daylight of not only a posted sign  
24 that seems to be pretty permanently posted, but  
25 this temporary sign. And it is your assertion

1 you've never noticed either of these signs --

2 MR. MORRA: No, I have not.

3 MS. MCMULLEN: -- driving by weekly?

4 MR. MORRA: I have never seen that sign  
5 that says now open, the A-frame.

6 MS. MCMULLEN: But you have seen this  
7 permanently posted one?

8 MR. MORRA: At one point --

9 MR. SHANSAB: I object to the reference  
10 permanently posted.

11 MS. MCMULLEN: That's fair. I can  
12 reword. You have seen this one that seems to be  
13 stuck in the ground.

14 MR. MORRA: Yes, it's --

15 (Simultaneous speaking.)

16 MR. MORRA: It's no longer there.

17 MS. MCMULLEN: Thank you. Okay. That's  
18 all the questions for me. Thank you, Mr. Morra.

19 CHAIRPERSON ANDERSON: All right.  
20 Thank you. I just want to ask, I just want to  
21 get some clarification from counsel. This is  
22 from the landlord's counsel. One minute,  
23 please.

24 MR. SHANSAB: Yes, sir.

25 CHAIRPERSON ANDERSON: Just give me a

1 minute, please. I have a question to ask you,  
2 but I will wait until the witness is done. Let  
3 me see if I have any questions for the witness.

4 No, I don't have any questions for the witness.

5 Any questions for the witness by the  
6 Board members? Mr. Shansab, any redirect?

7 MR. SHANSAB: I suppose I would, since  
8 Ms. McMullen asked Mr. Morra to read into the  
9 record part of an email, I would ask him to turn  
10 to Exhibit 1, which is in the record. And it's  
11 Ms. McMullen's email in response to the tenant's  
12 question about the landlord. And I would ask  
13 you to please read first the tenant's question  
14 to Ms. McMullen, if you would, Mr. Morra.

15 CHAIRPERSON ANDERSON: What exhibit is  
16 this?

17 MR. SHANSAB: Exhibit 1, sir.

18 CHAIRPERSON ANDERSON: Hold on a  
19 minute, please. Let me see if I can find  
20 Exhibit 1. Hold on, please. Let me make sure  
21 that I -- since we're not sharing it, we're not  
22 sharing the screen, so let me see if I can find  
23 it was sent to me.

24 MR. SHANSAB: I can try to upload it if  
25 you'd like.

1 CHAIRPERSON ANDERSON: No, you don't  
2 need to. I found the exhibit. So I don't want  
3 us to have any more technical difficulties.

4 MR. SHANSAB: I don't want to crash the  
5 system.

6 CHAIRPERSON ANDERSON: Right. So  
7 let's, go ahead, sir. I have it.

8 MR. SHANSAB: All right. Mr. Morra,  
9 could you please look at Ms. Amber Dior's email?  
10 This is the tenant's email to Ms. McMullen.  
11 And start please with, just want.

12 MR. MORRA: Just want to be clear that  
13 my landlord, Anthony Morra of Charles Russell  
14 Properties, is only CC'd on this email as a  
15 formality and will eventually have to confirm  
16 that he is okay with us reopening in his  
17 building after ABCA official approval, of  
18 course. But he nor his company will be charged  
19 a fine or called before the court for this  
20 matter. The \$10,000 fine is solely the  
21 responsibility of Anthony Smith/Good Smoke Inc.,  
22 correct?

23 MR. SHANSAB: All right. And if you  
24 would, please read Ms. McMullen's response to  
25 Amber.

1 MR. MORRA: Hey, Amber, you are  
2 correct. The landlord of the property does not  
3 need to be involved in any further proceedings,  
4 so long as he is okay with Good Smoke continuing  
5 to lease the space. The landlord is not  
6 responsible for a fine or for appearing at any  
7 hearings. Thanks.

8 MR. SHANSAB: Did you rely on that  
9 email to understand that you are not the source  
10 of or a target of any kind of enforcement or  
11 violation of any sort?

12 MR. MORRA: Yes.

13 MR. SHANSAB: I rest the landlord's  
14 case, subject to just closing.

15 CHAIRPERSON ANDERSON: That's fine.  
16 The question I want to ask you, though, sir, is  
17 that, and you can, as part of the closing, you  
18 can respond to that. The summary action notice  
19 that was sent August 13th, do you know whether  
20 or not this notice of summary action, whether or  
21 not this was sent to Charles Russell Properties,  
22 LLC landlord? The landlord. Do you know  
23 whether or not that notice, the notice of  
24 summary action for this case that was dated,  
25 that was sent August 13th, do you know whether

1 or not it was sent to your client?

2 MR. SHANSAB: I do not, but I would  
3 notice that I have a copy of it from Mr. Berman  
4 subsequently. And it is addressed to Good Smoke  
5 Inc., trading as Good Smoke respondent. And I  
6 believe, Chairman Anderson, that there have been  
7 cases in the past before the Board where, when  
8 you have maybe an offer in compromise, and I  
9 don't have a photographic memory of this, but I  
10 don't believe that when the respondent is solely  
11 identified as the operator and has absolutely no  
12 connection to the landowner, and the landowner  
13 has been told you don't have to participate in  
14 any hearings, there's no charge against you,  
15 there's no fines, has there ever been some kind  
16 of a condition imposed by the Board unless it  
17 was agreed to.

18 So I understand that some landowners  
19 may wish to agree to those kinds of conditions.

20 But in this case, the conditions that were  
21 being sought by Ms. McMullen are simply too  
22 draconian. So the answer is --

23 CHAIRPERSON ANDERSON: No, I'm not --

24 MS. MCMULLEN: Objection. These are  
25 confidential settlement negotiations, and I do

1 not think any of them should be on the record or  
2 spoken of.

3 MR. SHANSAB: But the chairman imposed  
4 those.

5 CHAIRPERSON ANDERSON: Right. So, no,  
6 I think Ms. McMullen stated that you'd wanted  
7 some conditions to be imposed. And the only  
8 question I'm asking, because the argument is  
9 that you are not a notice, I'm just asking you,  
10 sir, whether or not your client did receive the  
11 notice of some reaction because, yes, it's  
12 stated that in the matter of Good Smoke Inc.  
13 Good Smoke responded. But I'm asking whether or  
14 not a copy of this summary action was sent to  
15 the landlord.

16 MR. SHANSAB: I do not know.

17 CHAIRPERSON ANDERSON: Okay. All  
18 right.

19 MR. SHANSAB: And just by way of  
20 closing, I know we've sort of --

21 CHAIRPERSON ANDERSON: No. The  
22 government goes first, and then you go, unless  
23 you're ready for your closing. The government  
24 goes first, and then --

25 MR. SHANSAB: Ms. McMullen, of course.

1 CHAIRPERSON ANDERSON: Yes.

2 MS. MCMULLEN: Thank you, Chairperson  
3 and members of the Board. May I proceed?

4 CHAIRPERSON ANDERSON: Yes, go ahead,  
5 ma'am.

6 MS. MCMULLEN: Thank you, Chairperson  
7 and members of the Board. We are here today to  
8 hear from a landlord that outright ignored  
9 illegal operations on the premises they rent  
10 out. It is Charles Russell Properties'  
11 assertion that there is absolutely no connection  
12 -- that it has absolutely no connection to good  
13 smoke, the establishment here that was  
14 conducting illegal business. However, that is  
15 completely incorrect. They, in fact, leased  
16 their premises and space to Good Smoke and were  
17 the landlord of Good Smoke. That is a clear  
18 legal connection.

19 You've heard here today Mr. Morra admit  
20 that not only did he visit the establishment  
21 weekly, but that he also owns the building  
22 directly next to Good Smoke, to where Good  
23 Smoke, Inc. was, which is 1843 14th Street.  
24 Therefore, Mr. Morra more frequently saw or at  
25 least passed by Good Smoke Inc. where he has

1 admitted to seeing a sign that reads medical  
2 dispensary with the address, and it says follow  
3 us on IG at Good Smoke D.C. He saw that sign,  
4 he passed by the premises, and he did not once  
5 question whether illegal business was taking  
6 place, not to mention the fact that the lease,  
7 as he admitted, explicitly states that illegal  
8 business cannot take place on the premises per  
9 the lease terms.

10 He has admitted that he does not have  
11 plans to strengthen any awareness of whether or  
12 not future tenants are also conducting illegal  
13 business, despite opposing counsel's assertion  
14 that there is no code to ensure forward-looking  
15 provisions. It has not been shown clearly, per  
16 D.C. code, that the imminent danger here that  
17 allowed the business to be closed has ceased.

18 Mr. Morra passed by the establishment.  
19 He saw the signs. He said he was there weekly.  
20 He said he was there in the daylight when the  
21 signs were clearly posted per the picture and  
22 case report on page 4. And he did not have any  
23 concerns about the illegal business that may be  
24 happening.

25 Charles Russell Properties was served

1 with this summary closure on August 13th, 2025,  
2 when it was enacted, and has shown that they've  
3 been aware of these proceedings. Emails between  
4 myself, as counsel, and Good Smoke when the  
5 proceedings were just between -- we were working  
6 out OIC settlements between Good Smoke and  
7 myself as counsel are not relevant to this  
8 proceeding and have no bearing on this  
9 proceeding. What matters here is that Mr. Morra  
10 and Charles Russell Properties had noticed that  
11 there was illegal business happening. They did  
12 not make any effort to contact me before this  
13 and, in fact, said that they would agree, per  
14 the OIC, to Good Smoke continuing to operate in  
15 their building, despite the fact that they had  
16 previously participated in illegal business.  
17 Further, you've seen that he has no plans to  
18 prevent any further business happening.

19           The condition, the basis, for allowing  
20 these forward-looking provisions are that we  
21 have not received proof that the imminent  
22 danger, per D.C. code, has ceased here and we  
23 have not been shown any activities that Charles  
24 Russell Properties will take moving forward to  
25 ensure that illegal activity does not happen

1 again. He drove by this place weekly and did  
2 not have any fears about this property, this  
3 establishment breaking the lease through its  
4 illegal activity.

5 Therefore, the District is not  
6 convinced that this could not happen again. And,  
7 therefore, the imminent danger is only  
8 temporarily abated, not completely ceased. For  
9 that reason, we would ask that the Board include  
10 in its order that the property owner be on  
11 notice that, if this is to happen again, they may  
12 be issued a fine, per D.C. Code Section 7-  
13 1675.01B and, further, that this property owner  
14 waves the notice requirements set forth in D.C.  
15 Code Section 7-1675.01A, as they've clearly been  
16 on notice that, if they do participate in  
17 illegal activity again, there will be there will  
18 be legal consequences. Further, the District  
19 would ask that property owner agrees that it  
20 will not lease to any other illegal cannabis  
21 establishments moving forward.

22 And that is what the District would  
23 ask. Thank you, Chairperson and members of the  
24 Board.

25 CHAIRPERSON ANDERSON: Thank you. Yes,

1 sir.

2 MR. SHANSAB: Chairperson and members  
3 of the Board, the proceedings here arise under  
4 D.C. Code Section 7-1671.08 G1. That provision  
5 authorizes summary closure where an  
6 establishment presents an imminent danger  
7 arising from unlawful cannabis activity. That  
8 authority is emergency and remedial in nature.  
9 It is tied to unlawful ongoing operations.

10 Charles Russell Properties is not a  
11 licensee, it is not an applicant, and it is not  
12 alleged to be operating an unlicensed cannabis  
13 business. The tenant, the proof in the record  
14 is, has vacated. There is no cannabis activity  
15 occurring. The emergency condition that the  
16 statute addresses no longer exists.

17 Now, the Board acted to address what it  
18 believed to be unlawful activity, and that  
19 activity has ceased. The emergency has abated.

20 Even Ms. McMullen, though she qualified it by  
21 saying temporary, says it has abated. The  
22 tenant was the bad actor. It burned the Board,  
23 it burned my client. My client would only have  
24 allowed it to come back if it fulfilled the  
25 terms of the offer in compromise, but my client

1 was victimized just like the Board by that  
2 tenant. That tenant misled my client into  
3 believing it would comply with the Board's OIC,  
4 but failed to do so and then failed to pay rent.

5           There is no statutory basis to continue  
6 excluding a non-charged property owner from its  
7 own premises. We submitted a hearing memorandum  
8 yesterday that Mr. Berman acknowledged having  
9 received in support of the property owner's  
10 position legally, as well as a proposed order  
11 for the Board's consideration. And we  
12 respectfully request that the summary closure be  
13 lifted as to 1843 14th Street, second floor, and  
14 that possession be restored to Charles Russell  
15 Properties, LLC.

16           The issue that Ms. McMullen injected  
17 just a moment ago that the order to waive future  
18 notice to my client is extrajudicial. It's  
19 illegal. It's improper. There's no statutory  
20 basis for it. This Board cannot waive  
21 statutorily-required notices in the future to my  
22 client.

23           So we ask simply that this case --  
24 maybe it's a unique way that it came to the  
25 Board, maybe there's some representations that

1 Ms. McMullen prefers not to have made, I don't  
2 know. We're not blaming her or the Board. But  
3 my client is innocent, its property has been  
4 locked up for some time, and the conditions that  
5 Ms. McMullen has sought to impose are  
6 extrajudicial. They are not supported by the  
7 D.C. code.

8 We ask that the property merely be  
9 released, and we thank you for your time.

10 CHAIRPERSON ANDERSON: Thank you, thank  
11 you for your presentation. And the record is  
12 now closed.

13 All right. As chairperson of the  
14 Alcoholic, Brewery and Cannabis Board for the  
15 District of Columbia, in accordance with D.C.  
16 Official Code Section 2-575 of the Open Meetings  
17 Act, I move that ABC Board hold a closed meeting  
18 for the purpose of seeking legal advice from our  
19 counsel on Case Number 25-ULC-00055, Good Smoke,  
20 pursuant to D.C. Official Code Section 2-575B4A  
21 of the Open Meetings Act, and deliberate upon  
22 Case Number 25-ULC-00055, Good Smoke, for the  
23 reasons cited in D.C. Official Code Section 2-  
24 575B13 of the Open Meetings Act.

25 Is there a second?

1 MEMBER MEADOWS: Mr. Chairman, Mr.  
2 Meadows. I second.

3 CHAIRPERSON ANDERSON: Mr. Meadows has  
4 seconded the motion. We'll now have a roll call  
5 vote. Mr. Meadows.

6 MEMBER MEADOWS: Mr. Meadows votes,  
7 agrees.

8 CHAIRPERSON ANDERSON: Mr. Jones.

9 MEMBER JONES: I agree.

10 CHAIRPERSON ANDERSON: Mr. Anderson,  
11 agree. The motion has passed. I hereby give  
12 notice that ABC Board will recess these  
13 proceedings to hold a closed meeting pursuant to  
14 section 2-575 of the Open Meetings Act.

15 Thank you very much. The Board will  
16 take this matter under advisement, and we will  
17 issue an order accordingly. Thank you very  
18 much. Have a great day.

19 (Whereupon, the above-referred to  
20 matter went off the record at 12:58 p.m.)

21

22

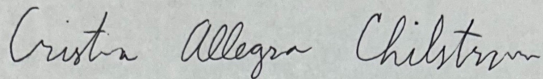
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## C E R T I F I C A T E

1  
2 This is to certify that the foregoing transcript  
3 was duly recorded and accurately transcribed  
4 under my direction; further, that said  
5 transcript is a true and accurate record of the  
6 proceedings; and that I am neither counsel for,  
7 related to, nor employed by any of the parties  
8 to this action in which this matter was taken;  
9 and further that I am not a relative nor an  
10 employee of any of the parties nor counsel  
11 employed by the parties, and I am not  
12 financially or otherwise interested in the  
13 outcome of the action.

14  
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18 

19  
20 Cristina Allegra Chilstrom  
21  
22  
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