

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

In the Matter of:)
)
M & Y Import, LLC)
t/a Herbal Harvest)
)
Applicant for a New)
Medical Cannabis Internet Retailer License)
)
at premises)
1263 Wisconsin Avenue, N.W.,)
Washington, D.C. 20007)
)

License No.: ABRA-127542
Order No.: 2024-329

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

ALSO PRESENT: M & Y Import, LLC, t/a Herbal Harvest, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Gwendolyn Lohse, Chairperson, Advisory Neighborhood Commission
(ANC) 2E, Protestant

Martha Jenkins, General Counsel
Alcoholic Beverage and Cannabis Administration

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that M & Y Import, LLC, t/a Herbal Harvest, (Applicant), Applicant for a New Medical Cannabis Internet Retailer License and Advisory Neighborhood Commission (ANC) 2E have entered into a Settlement Agreement (Agreement), dated April 23, 2024, 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. The Applicant and Commissioner Mimsy Lindner, on behalf of ANC 2E, are signatories to the Agreement.

Accordingly, it is this 1st day of May 2024, **ORDERED** that:

1. The above-referenced Settlement Agreement 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 (3): Delete section and replace as follows:

“Noise. The Applicant will implement appropriate measures to maintain ambient noise levels to avoid neighborhood disturbances. In order to avoid neighborhood disturbances, the license holder agrees to manage the volume of sounds, music, and other noises from the interior of the premises so that they cannot be heard on any other property.”

- II. Section (4): Delete section and replace as follows:

“Outdoor Signage: The Applicant is encouraged to use outdoor signage or signage visible from the public street that tastefully promotes the business. Signage will not display images of illegal activity or persons under the age of 21. The Applicant shall refrain from using signage that uses intermittent flashing lights. The license holder's signage shall comply with all requirements of the Old Georgetown Board (OGB). This section shall not apply to signage solely visible to persons inside the premises. This section shall also not be interpreted to prevent the Applicant from using its business name and branding.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b9b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373822de6ac8d1b3322642048ec

James Short, Member



Silas Grant, Jr., 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).

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is entered into on this **23rd** day of **April** 2024 by M & Y Import, LLC t/a Herbal Harvest (the “Applicant”) and ANC Neighborhood Commission 2E (ANC 2E) (together, the “Parties”).

RECITALS

WHEREAS, the Applicant applied for a Medical Cannabis Internet Retailer license (ABCA–127542) at 1263 Wisconsin Avenue NW #2 (the “Premises”).

WHEREAS the Applicant and ANC 2E desire to enter into a voluntary Settlement Agreement which memorializes the terms and conditions under which ANC 2E has agreed to support Applicant’s licensure at the Premises.

WHEREAS, the terms and conditions contained herein are intended to ensure that the Applicant operates in a manner that promotes neighborhood peace, order and quiet, preserves, safety, security, and sanitation around the Premises and protects residential parking and minimizes traffic impact near the establishment.

WHEREAS, all terms of this Agreement are in compliance with relevant sections of the District of Columbia Official Code (“D.C. Code”) and the District of Columbia Municipal Regulations (“D.C.M.R.”).

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

- 1. Nature of Business.** The Applicant has applied for a medical cannabis internet license to provide medical cannabis products to qualifying patients and caregivers registered by the District of Columbia. The Applicant intends to operate subject to the terms and conditions of this Agreement and its license, permit or endorsement issued by the Alcoholic Beverage and Cannabis Administration (ABCB).
- 2. Hours of Operation.**
 - a.** The Applicant’s hours of operation and delivery will be from 9 a.m. to 10 p.m. daily.

- b. The Applicant will operate as an online retailer, adhering to ABCA's guidelines. The applicant will not offer in-person retail sales.
3. **Noise.** The Applicant will implement appropriate measures to maintain ambient noise levels within community standards. This includes managing the volume of sounds, music, and other noises to avoid disturbances emanating from the interior, ensuring a harmonious relationship with the neighborhood.
4. **Outdoor Signage:** The Applicant will use signage that tastefully promotes the business. The signage may include the business name and branding but will not explicitly display or advertise cannabis products. This approach ensures professional presentation and community sensitivity. The applicant will work with the Old Georgetown Board (OGB) regarding the signage that is in public view.
5. **Deliveries to 1263 Wisconsin #2:** The Applicant will require all its vendors, including other medical cannabis licensees, to make all deliveries no earlier than 10 a.m. and no later than 8 p.m. daily. All deliveries will come through the rear, through the alley.
6. **Home Deliveries to Customers from 1263 Wisconsin #2:**
 - a) The Applicant will adopt verification methods compliant with ABCA regulations to ensure that the individual receiving the home delivery matches the person who placed the order.
 - b) In line with ABCA requirements, the Applicant will maintain an efficient system for tracking deliveries and confirming receipt, optimizing the process to balance regulatory compliance with operational efficiency.
 - c) Deliveries for patients or caregivers under 18 years of age will be directly handed to an adult parent or guardian, ensuring compliance with safety and legal standards.
 - d) Delivery personnel will be properly licensed as required for the delivery of medical cannabis, ensuring all drivers meet ABCA licensing standards.
 - e) The Applicant will prioritize the use of scooters or bikes for deliveries when feasible, to reduce traffic disruptions. This approach will be adjusted based on operational needs and efficiency considerations.
 - f) Efforts will be made to efficiently manage delivery routes to minimize traffic and disruption in the vicinity of N Street alley, focusing on logistical efficiency while adhering to local traffic guidelines.
7. **Notice and Enforcement of Ban on On-Premises or Outdoor Consumption of Cannabis.** The Applicant will display signage at the main entrance of the Premises that informs visitors: 'Please refrain from smoking, ingesting, or consuming medical cannabis

on or near the premises.' This signage is intended to encourage compliance with local regulations regarding the consumption of cannabis in public spaces.

- 8. Managing Trash and Recycling.** The Applicant will engage a trash and recycling contractor who will supply suitable containers to effectively manage waste and deter rodents. Trash and recycling services will be scheduled to operate at times that are considerate of both business operations and community standards, ideally between the hours of 7 a.m. and 7 p.m. The Applicant will also adhere to all relevant ABCA guidelines for the disposal of medical cannabis waste, ensuring responsible environmental practices.
- 11. Rodent and Vermin Control.** The Applicant (or landlord) will contract with a professional, licensed rodent, pest and vermin control company to provide control, as necessary, for the interior and exterior of the Premises.
- 12. Cooperation in Stemming Illegal Activity in the Vicinity of the Premises.** The Applicant will actively discourage any unlawful activities, including the consumption of cannabis and alcohol, near the Premises, in accordance with legal limits. Efforts will be made by the Applicant to prevent any disruptive behavior in the vicinity of the Premises, and the Applicant will keep a collaborative relationship with the MPD (Metropolitan Police Department) and ABCA to ensure community safety and compliance with regulations.
- 13. Responding to Incidents in the Vicinity of the Premises.** The Applicant shall comply with all existing laws and regulations related to documenting and reporting violent/threatening incidents, medical emergencies, and fire safety emergencies which occur inside the Premises to ABCA, the MPD and other government agencies in accordance with any time period mandated by law if known. The Applicant will report criminal conduct committed by persons within 100 feet of the establishment to MPD. The reporting requirements contained in this Section shall be satisfied by using 311 or 911 to report the incident.
- 15. Parking and Traffic Mitigation.**

 - a.** The Applicant will discourage its employees and vendors from parking their vehicles illegally in areas with time limited or resident-only parking. The Applicant will encourage its employees to use public transportation, walk, electronic-cycle or bicycle to the Premises.

- b.** The Applicant shall strongly encourage vendors and contractors to park legally and, as reasonably necessary, work with DDOT, DPW or the appropriate District agency to resolve issues related to illegal parking by its vendors and contractors.
- 16. Availability of Settlement Agreement.** The Applicant agrees to make copies of this Agreement available at the Premises at all times and will ensure that its employees are familiar with the terms of this Agreement.
- 17 Security Plan.** The Applicant shall comply with the terms of its Security Plan on file with the ABC Board.
- 18. Compliance with ABCA Regulations.** The Applicant will abide by all D.C. Code provisions and ABCA regulations related to the ownership and operation of a medical cannabis internet licensee.
- 20. Binding Effect.** This Agreement will be binding upon and enforceable against the successors or assigns of the Applicant.
- 21. Notice and Opportunity to Cure.** If ANC 2E considers the Applicant to be in breach of this Agreement, and before ANC 2E seeks intervention by another D.C. government entity, ANC 2E agrees to give Applicant 10 calendar days' notice and opportunity to cure. If the Applicant fails to begin the cure during those 10 calendar days, such failure will constitute cause for ANC 2E to file a complaint with the Alcoholic Beverage and Cannabis Administration. Any notices required to be made under this Agreement will be made in writing and sent via email to the Parties' or their designated representatives at the addresses below:

If to the Applicant:

Farzad Pouya
Founder, Herbal Harvest
farzad.pouya@gmail.com

If to ANC 2E:

Advisory Neighborhood Commission 2E
2E@anc.dc.gov

Mimsy Lindner
ANC Commissioner 2E05
2E05@anc.dc.gov

Any party may change its notice address by written notice to the other. Failure to give notice shall not constitute a waiver of or acquiescence to the violation, but notice will be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action related to this Agreement.

21. **Entire Agreement.** This Agreement replaces, in full, any previous agreements between Applicant and ANC 2E.
22. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by any electronically transmitted signature, which shall constitute an original signature.
23. **Modifications.** This Agreement constitutes the only agreement between the Parties and may be modified only by the written agreement of the Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ADVISORY NEIGHBORHOOD COMMISSION ANC 2E

DocuSigned by:

Mimsy Lindner

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By: Mimsy Lindner

Title: Advisory Neighborhood Commissioner, 2E05

THE APPLICANT

DocuSigned by:

Farzad Pouya

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By: Farzad Pouya

Title: Founder, Herbal Harvest