

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

In the Matter of:)
)
Oasis, LLC)
t/a Oasis Dispensary)
)
Medical Cannabis Retailer License)
)
at premises)
4621 41st Street, NW)
Washington, DC 20016)
_____)

Case No.:
License No.: ABRA-129392
Order No.: 2026-307

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

PARTIES: Oasis, LLC t/a Oasis Dispensary, Applicant

Jonathan Bender, Advisory Neighborhood Commission (ANC)
Representative, ANC 3E

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC'S
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 March 12, 2026, 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 of the ANC Protestants identified in this Order. Accordingly, on this 8th day of April 2026, 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.
2. 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: ac43cb96c9d5f0e46730093d1dccc8

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 4 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).

VOLUNTARY AGREEMENT

This Voluntary Agreement (the “Agreement”) is made and entered into as of the 12th day of March, 2026, by Oasis, LLC, the applicant in ABCA-129392 (“Oasis Dispensary” or “Applicant”), and Advisory Neighborhood Commission 3E (“ANC”) (Oasis Dispensary and ANC 3E each being a “Party” hereunder or collectively, the “Parties”).

WITNESSETH:

WHEREAS, Oasis Dispensary has sought permission from the District of Columbia Alcoholic Beverage and Cannabis Administration (“ABCA”) for a Medical Cannabis Retailer License at 4631 41st Street, NW, which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees not to protest Oasis Dispensary application in ABCA-129392 (“Application”), in reliance in part on Oasis Dispensary’s agreement to certain restrictions contained herein that will enhance safety for and reduce potential burden on nearby residents, businesses, and schools;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Unlawful / Hazardous Parking.** Oasis Dispensary will post prominent signs inside and outside the establishment warning patrons not to stop or park unlawfully (for the purpose of this Agreement, “stop or park unlawfully” shall include without limitation blocking a travel lane, bike lane, or crosswalk for any period of time) to patronize the establishment.

If any Oasis Dispensary staff member becomes aware that a patron who has stopped or parked unlawfully has entered the store or otherwise seeks to patronize the store, the staff member will inform the patron that Oasis Dispensary may not serve the customer until the vehicle is moved to a lawful parking spot.

Applicant agrees to include a notice on its website and in any order pickup confirmation email (“Notice”) instructing customers to use only metered, legally zoned, or garage parking. The Notice will provide further in bolded lettering, that customers must not stop or park unlawfully at any time. Applicant will provide information consistent with the Notice to all customers who order for pickup by phone.

2. **Delivery.** Applicant has applied for a delivery endorsement to allow cannabis products to be delivered within the District of Columbia. If the order is being delivered by an employee of Applicant, said employee shall be at least 21 years old and will deliver only to persons who display a valid medical cannabis patient’s card. Applicant may also use third-party delivery services licensed by ABCA to fulfill such orders. In all cases, Applicant shall instruct delivery drivers not to park or stop unlawfully. Applicant will make all reasonable efforts to ensure compliance with the obligations contained in this numbered paragraph.

3. **Security and Privacy.** The applicant shall meet the following requirements, whether or not such requirements are otherwise mandated by ABCA: a. Install 24/7 video surveillance of both the interior and exterior of the property. b. File an application with the DC Office of Victim Service & Justice Grants' Private Security Rebate Program to help fund surveillance coverage. c. Ensure that Applicant's facility, except for an antechamber that serves the sole purpose of allowing the Applicant to check customer IDs before admittance to the rest of the facility ["Sales Floor"], shall remain locked at all times. Applicant will permit customers to enter the Sales Floor only after presenting a DC Medical Cannabis Patient card along with a valid photo ID confirming they are above the legal age to consume and purchase cannabis. If a customer needs assistance with registering for a card, a staff member may assist, but no customers will be permitted on the Sales Floor without a valid patient card. Customers will be asked to leave the premises if they do not comply. d. Ensure that upon entry onto the Sales Floor, all customers will have their ID electronically scanned to ensure its authenticity and that the photo and accompanying information matches the customer. f. Ensure that on-site security will be provided by licensed security contractors. g. Offer all customers the opportunity to pay by debit card and credit card instead of cash.

4. **Public consumption.** The Applicant commits to policing public space immediately in front of the Establishment and in and around Private Parking, and Applicant will make all reasonable efforts to prevent consumption of cannabis in public space, including both smoking and vaping. Any incidents of public consumption will be reported immediately to the Metropolitan Police Department.

5. **Site cleanliness and maintenance.** The Applicant commits to keeping the space around the outside of store neat and litter free. During the winter, shoveling snow from the sidewalk, and during the growing season, maintaining any plantings around the store.

6. **Product disposal.** The Applicant commits to adhering to all cannabis waste procedures in accordance with ABCA regulations. These efforts will be coordinated with MPD and reported to ABCA each month to the extent required by law.

7. **Compliance with ABCA Regulations.** Applicant understands and agrees that in addition to any promises in this Agreement it must comply with all ABCA regulations and other legal requirements, whether or not recited or adverted to in this Agreement.

8. **Storefront, Name, and Hours.** Applicant intends to do business as "Oasis Dispensary ." If Applicant chooses to do business under a different name, the name shall not refer to cannabis, other drugs, intoxication, smoking, or vaping, to include without limitation any other words or slang commonly understood to mean the foregoing. Likewise, the Applicant shall not display the following in a manner visible from the public street, public sidewalk, or any other space designated public property:

a. Cannabis, cannabis leaves, cannabis products, or any other illegal drug;

- b. Pictures or other depictions of cannabis, cannabis products, smoking devices; or smoking related devices (e.g., lighters; vapes; bongs);
- c. Pictures or other depictions of intoxicated persons;
- d. Pictures or other depictions showing persons smoking, vaping, or otherwise consuming tobacco, cannabis, or any other substance;
- e. Pictures or other depictions of minors; and
- f. The words "Cannabis"; "Smoke"; "Vape"; "High", "Intoxicated," "Drug," to include without limitation any other words or slang commonly understood to mean the foregoing; or any derivative of these listed words, even if part of the establishment's trade name. Without limiting anything else in this Agreement, Applicant shall not display any products it sells in a manner visible from the public street, public sidewalk, or any other space designated public property. Hours of operation would be as follows:

Hours of Operation for Retailer: Sunday 10 am – 8 pm, Monday – Saturday 9 am – 9 pm

Hours of Retailer Sales Open to the Public: Sunday 10 am to 7 pm, Monday – Saturday 10 am – 9 pm

Hours of Delivery for Retailer: Sunday 10 am – 8 pm, Monday – Saturday 10 am – 9 pm

9. **Communication with ANC.** If Applicant or the ANC become aware of problems connected with Applicant's operations, Applicant agrees to meet and work in good faith with the ANC to address said problems.

10. **Incorporation.** The Parties agree to ask ABCA to incorporate the terms of this Agreement in any order it issues in the case.

11. **Miscellaneous Provisions.**

Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or electronic signature, and when executed by all parties 4 shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.

Printed Name: Kevin Zibari

Signature: 

Date: 03/29/2026

ADVISORY NEIGHBORHOOD COMMISSION 3E

By: **Jonathan Bender**
Jonathan Bender, Chairman

Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender, o, ou,
email=jbender@ibusinesslawyer.com, c=US
Date: 2026.03.30 14:42:32 -04'00'



ADVISORY NEIGHBORHOOD COMMISSION 3E

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS
c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015
www.anc3e.org

March 30, 2026

Alcoholic Beverage and Cannabis Administration
899 North Capital Street, NE Suite #4200-B
District of Columbia 20002

RE: ABCA Application - 129392

On behalf of the Advisory Neighborhood Commission (ANC) 3E, I am writing to express our support for Oasis Dispensary's request for a stipulated license subject to the terms of the attached Voluntary Agreement.

The Oasis Dispensary application was discussed at a duly noticed March 12, 2026 ANC3E monthly meeting. During the meeting, Oasis Dispensary presented their plans for their business and the steps that they are, and will be, taking to comply with all ABCA regulations. The Voluntary Agreement was presented and reviewed, and following both presentations, a lively discussion ensued. Following the discussion, ANC3E commissioners voted 6-0 to adopt resolutions in favor of the Voluntary Agreement and support for the applicant's request for a stipulated license subject to terms of the Agreement.

Respectfully submitted,

John Mitchell
ANC 3E / SMD3E05