

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

In the Matter of:

OJ-ODD Jobs, Inc.

t/a H3

Medical Cannabis Retailer License

at premises

1613 17th Street N.W.

Washington, D.C. 20009

License No.: ABRA-129096

Order No.: 2025-668

BEFORE:

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn, Member

Ryan Jones, Member

David Meadows, Member

PARTIES:

OJ-ODD Jobs, Inc. t/a H3, Applicant

Lawrence Sprowls, Advisory Neighborhood Commission (ANC)

Representative, ANC 2B

ORDER ON SETTLEMENT AGREEMENT

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 April 14, 2025, that governs the operations of the Applicant's establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Accordingly, on this 4th day of June 2025, it is **ORDERED** that:

1. The Settlement Agreement attached to this Order and submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order.
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: ac43cb06c0d5f0e4b730093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member

David Meadows

David Meadows, Member

Pursuant to 23 DCMR §9723.1 (2003) any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002.

Also, pursuant to section II of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

MEDICAL CANNABIS SETTLEMENT AGREEMENT

Between

OJ-ODD Jobs, Inc. t/a H3 (Licensee) (ABRA-129096)

&

Advisory Neighborhood Commission 2B (ANC) (Protestant)

INTRODUCTION

The above-named parties agree to enter into a settlement agreement in accordance with Title 7 of the D.C. Official Code and Title 22-C of the D.C. Municipal Regulations on April 14, 2025. The parties agree to abide by the following once approved by the Alcoholic Beverage and Cannabis Board (Board):

RECITALS

1. Licensee has applied for a Medical Cannabis Retailer License (the “License”) for a business Establishment (the “Establishment”) located at 1613 17th Street NW, Washington, DC (the “Premises”), with endorsements for a Safe-Use Treatment facility, Education Tasting, and Delivery, and filed the Application with the Alcoholic Beverage and Cannabis Administration (ABCA); and,
2. Licensee desires to cooperate with the ANC to mitigate concerns related to the potential impact of the operation of the Establishment on the surrounding community; and,
3. In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 7-1671 to address such concerns:

AGREEMENT

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Licensee has applied to operate a medical cannabis retailer. Any change from this model may require prior approval by the Alcohol Beverage and Cannabis Board.

Hours: Sunday-Saturday

3. Operations, Employees Only. 9 AM to 10 PM.
4. Retailer, Open to the Public: 10 AM to 9 PM.

5. Summer Garden. None. The Premises does not have outside space that qualifies for use as a Summer Garden. The Establishment shall not use the sidewalk café space on 17th Street as a Summer Garden.
6. Education Tasting. 10:00 AM to 9:00 PM
7. Safe-Use Treatment Facility. 10:00 AM to 9:00 PM
8. Delivery. 10:00 AM to 9:00 PM
9. Legal Change in Hours. It is understood that if the District of Columbia, the Board, or ABCA, after the date the Board approves this agreement, change the legal hours in which a medical cannabis business may operate, whether permanently or for temporary occasions (e.g., holidays, special events), the licensee may, upon application and approval or as otherwise required, modify the hours beyond the time listed in this agreement.

Operating Standards

1. Cannabis Smoking. The Licensee shall not allow cannabis smoking on the Premises. The Premises are not equipped with the required ventilation.

Negative effects of teen cannabis use:

- Difficulty thinking and problem-solving
- Problems with memory and learning
- Reduced coordination
- Difficulty maintaining attention
- Problems with school and social life

Source: Cannabis and Teens (CDC)

2. Noise. To avoid noise nuisances, the Licensee agrees to the following:
 - a. The Licensee shall install and maintain a vestibule with at least one exterior door and one interior door through which patrons must pass to enter or exit the customer service area.
 - b. The Licensee shall not place loudspeakers on or along any wall shared with a residence and shall direct speakers away from all openings leading to the exterior of the premises and any wall shared with a residence.
 - c. The Licensee or its agents shall not allow amplified sounds to be heard outside the Establishment, except where such amplified sounds are heard during the normal ingress and egress of people from the premises; or in a dwelling with its windows and doors closed.

- d. The Licensee shall not install speakers or provide entertainment on the Establishment's exterior, including outdoor space.
- e. Only the Establishment's entrance on 17th Street NW shall be used for regular ingress and egress by the public.

Light Pollution

Light pollution is the human-made alteration of outdoor light levels from those occurring naturally. Dark Sky-compatible lighting reduces the effects of light pollution.

Principles of Dark Sky Lighting:

- All light should have a clear purpose.
- Light should be directed only to where it's needed.
- Light should be no brighter than necessary.
- Light should be dimmed down or turned off when not required.
- Use warmer color lights where possible.

Source: Dark Sky International

1. Lighting. The Licensee shall install Dark-Sky compatible lighting:
 - a. Entryway (exterior) lighting shall consist of warm-colored (2700K), recessed fixtures no brighter than required by the security plan.
 - b. An Illuminated exterior sign shall be LED-backlit or include lights such as LED strip lights or LED sheets within the sign. Exterior lights such as floodlights shall not be used.
 - c. Vestibule lights shall consist of warm-colored (2700K) fixtures no brighter than necessary for business operations and that minimize outdoor illumination.
 - d. When the Establishment is closed, Licensee will extinguish lights visible from the sidewalk except as required by the security plan.
2. Incident and Complaint Log. The Establishment shall maintain an incident and complaint log. At a minimum the following shall be recorded in the log if known:
 - a. All known details of an incident:
 - i. A brief description of the incident or complaint
 - ii. The approximate date and time the incident occurred

- iii. Any owners, employees, managers, or other agents of the Licensee involved in the incident; and
 - iv. The contact information of all victims, witnesses, and licensee agents.
 - b. All incidents known to the Licensee and his or her agents shall be recorded in the log within 72 hours of the incident.
 - i. An “incident” means:
 - 1. An individual falls unconscious, falls ill, or is injured
 - 2. Crime
 - 3. Fighting
 - 4. An individual is ejected from the premises
 - 5. Use, display, or recovery of a weapon (e.g., firearm, knife)
 - 6. Use, display, or recovery of narcotics or
 - 7. Use, display, or recovery of fake identification.
 - ii. A “complaint” means:
 - 1. A neighborhood resident or business reports odors, noise, other disturbance, or an unsanitary condition, coming from the Licensee’s premises; or
 - 2. A neighborhood resident or business reports obstruction of access to their property, including entrances or exits by people, bicycles, or other objects; or of alleys or driveways leading to it by vehicles belonging to Licensee’s staff, delivery and pickup drivers, and couriers hired or contracted by the Licensee, or patients.
 - 3. A patient reporting a quality or safety concern regarding products or services provided by the Licensee.
 - c. Concerns or complaints reported by neighborhood residents or businesses shall be made by email.
- 3. Public Space, Trash, and Litter. Licensee shall handle trash, recycling, snow removal, and cleanliness of its public space in accordance with District law.
 - a. Licensee will dispose of trash in rat-proof containers and keep lids closed. Licensee will remove debris from trash area.
 - b. Trash and recycling pick up shall not occur earlier than 7:00 AM on weekdays, 9:00 AM on Saturdays, and 11:00 AM on Sundays; or after 5:00 PM on any day.

- c. Licensee will attempt to coordinate with nearby businesses for trash and recycling services to reduce the quantity of pickups and resulting noise.
4. Patrons. Licensee shall endeavor to minimize loitering, anti-social behavior, and disturbances in front of the Establishment. Licensee shall attempt to minimize noise from patrons and others in front of the Establishment.
5. Illegal Cannabis Consumption. Licensee will report persons consuming cannabis outdoors within 100 feet of the Establishment to the Metropolitan Police Department.
6. Parking, Traffic Control, Delivery Driver Queueing.
 - a. Licensee shall prohibit its employees and contractors from parking motorized vehicles in public space and on the sidewalk.
 - b. Licensee shall discourage bicycle parking that obstructs the sidewalk.

Additional Terms

1. Contact Information. The Establishment's website will provide a point of contact to which any comments or complaints about the Establishment's operation may be addressed.
2. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and ABCA inspectors immediately upon request.
3. Compliance with ABCA Regulations. Licensee shall abide by all applicable ABCA regulations.
4. License Ownership. The Licensee shall only transfer or sell the license to any other entity in accordance with the applicable laws and regulations. The Licensee agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide it with a copy.
5. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Licensee.
6. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the

alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

CONTACT INFORMATION FOR THE PARTIES TO THIS AGREEMENT:

If to the Establishment:

Darius Holston
OJ-ODD Jobs, Inc. t/a H3
1613 17th Street NW
Washington, DC 20009
703-862-1074
darius.holston@oj-juice.com

If to ANC 2B:

Attn: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
2b@anc.dc.gov

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

SIGNATURES

LICENSEE

By: *Darius Holston*

Signatory

Darius Holston

Print Name

ADVISORY NEIGHBORHOOD
COMMISSION 2B

By: *Lawrence Sprowls*

ANC Representative

Lawrence Sprowls

Print Name