

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

In the Matter of:)	
)	
Premium Service, LLC)	
t/a Violet City)	
)	
Applicant for New)	License No.: ABRA-128732
Medical Cannabis Retailer License)	Order No.: 2025-802
)	
at premises)	
1505 22 nd Street, N.W.)	
Washington, D.C. 20037)	
)	

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

PARTIES: Premium Service, LLC, t/a Violet City, Applicant
Advisory Neighborhood Commission (ANC) 2B, Protestant

ORDER APPROVING 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) 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 the Protestants identified in this Order. Accordingly, on this 16th day of July 2025, 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 in accordance with Chapter 16B of Title 7 of the D.C. Official Code and the associated regulations.

As part of this agreement, the ANC has **WITHDRAWN** its protest and any objections filed against the Application.

The Agreement, with the consent of the parties, shall be further **MODIFIED** as follows:

1. Section 8(c) shall read as follows:

Concerns or complaints reported by neighborhood residents or businesses shall be made by email and available to ABCA or the Board upon request.

A Copy of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board



Donovan Anderson, Chairperson



Silas Grant, Jr., Member



Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision within ten 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 § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. *See* D.C. App. Rule 15(b) (2004). Parties are further advised that the failure 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.

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).

**MEDICAL CANNABIS
SETTLEMENT AGREEMENT**

Between

Premium Service LLC t/a Violet City (Licensee) (ABRA-128732)

&

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 this 21st day of May 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 ("Establishment") located at 1505 22nd Street NW, Washington, DC (the "Premises") with a Delivery Service endorsement, and filed the Application with the Alcoholic Beverage and Cannabis Administration (ABC); and,
2. Licensee desires to cooperate with the ANC to mitigate concerns related to the potential impact of 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 Retail establishment. Any change from this model may require prior approval by the Alcohol Beverage and Cannabis Board.

Hours

3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises.
 - a. The operating hours for the premises shall not exceed:
 - i. Sunday – Saturday: 7:00 a.m. to 11:00 p.m.
 - b. The hours for retail sales to the public shall not exceed:

- i. Sunday – Saturday: 9:00 a.m. to 9:00 p.m.
4. Delivery. The Licensee may have a delivery service for medical cannabis products and paraphernalia to be delivered in accordance with the medical cannabis delivery laws and regulations.
 - a. The hours of delivery and curbside pickup shall not exceed:
 - i. Sunday - Saturday: 9:00 a.m. to 9:00 p.m.
5. 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

6. Noise. In order to avoid noise nuisances, the Licensee agrees to comply with the following:
 - a. The Licensee shall install and maintain a two-door entrance with a vestibule that requires patrons to enter through at least one exterior door and one interior door before entering 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 doors, windows, and other openings leading to the exterior of the establishment, and any wall shared with a residence.
 - c. The Licensee or its agents shall not allow or permit amplified sounds or vibrations to be generated at such intensity that it may be heard outside the establishment, except where such amplified sounds are heard outside due to 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 exterior portions of the establishment, including outdoor space and roof areas.
7. Security plan. The Licensee shall file a security plan with the ABC Board and comply with it and any related orders of the ABC Board.
8. 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, with a copy to the Advisory Neighborhood Commission.
9. Public Space, Trash, and Litter. Licensee shall handle trash, recycling, and cleanliness of its public space in accordance with District law.
 - a. Trash and recycling pick up shall not occur earlier than 7:00 AM on weekdays, 9:00 AM on Saturdays, or 11:00 AM on Sundays; or after 5:00 PM on any day;

- b. The Licensee shall have the sidewalk in front of the establishment (up to and including the curb) cleared of snow and ice in accordance with District of Columbia law.
10. Odor Control. The Licensee shall take reasonable measures in accordance with District of Columbia law to contain odors or smoke originating on the premises to not cause unreasonable offense regarding emanating odor to neighbors (such as installing an air filtration system).
 - a. The Licensee shall not permit smoking of burning cannabis or tobacco anywhere on the premises, including any Summer Garden.
11. Rat and Vermin Control. Licensee will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
12. Patrons. Licensee shall take reasonable steps to prevent its patrons from causing unreasonable noise or disturbances (such as loud conversation or yelling) in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
13. Parking, Traffic Control, Delivery Driver Queueing. Licensee's staff, delivery and pickup drivers, and couriers hired or contracted by the Licensee shall be directed to only park or queue in legal, designated public spaces, or private spaces reserved for the Licensee's use.
 - a. Should Licensee's vehicle parking or queuing needs grow beyond available legal spaces, Licensee shall seek ANC 2B's assistance to remedy the condition.

Additional Terms

14. Contact Information. The Establishment's website will provide a point of contact to which any comments or complaints about the operation of the establishment may be addressed.
15. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage and Cannabis Administration inspectors immediately upon request.
16. Compliance with ABCA Regulations. Licensee shall abide by all applicable ABCA regulations.
17. 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 them with a copy.

May 21, 2025

Page 5 of 6

18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Licensee.
19. 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.
20. 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 in order 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:

Christina McGrath
Violet City
1505 22nd Street NW
Washington, DC 20037
571-332-2148
premiumservicesdc@gmail.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

ADVISORY NEIGHBORHOOD
COMMISSION 2B

By:  box SIGN 187YX677-185WLKWQ

ANC Representative

Zachary Adams

Print Name

LICENSEE

By:  Christina McGrath

Signatory

Christina McGrath

Print Name