

STATE OF NEW YORK
OFFICE OF CANNABIS MANAGEMENT
OFFICE OF ADMINISTRATIVE HEARINGS

OFFICE OF CANNABIS MANAGEMENT,

Petitioner,

-against-

DECISION
Inspection No. - 128202512050030

**LOWER EAST SIDE, CORP., DBA LUDLOW
FINEST, DBA CITY MOON FINEST,**

Respondent.

Respondent requested a hearing on December 10, 2025, for an inspection which occurred on December 5, 2025.

The Respondent was represented by Lance Lazzaro, Esq.

Mohammed Waseem (hereinafter “Waseem”) testified on behalf of Respondent.

The Office of Cannabis Management (hereinafter “OCM”) was represented by Anthony Pitnell, Esq.

Investigator Benny Yeung (hereinafter “Yeung”) testified on behalf of OCM.

Joshua Pennel, Esq. Administrative Law Judge (the Presiding Judge)

I. ISSUE

The allegations set forth in the Notice of Violation, Order to Cease Unlicensed Activity, and Order to Seal (jointly hereinafter “OTS”) asserts that the Respondent was offering cannabis products, as defined by Cannabis Law Article 3, for sale without an appropriate registration, license, or permit. These allegations are based upon observations made during an inspection conducted at 105 Stanton St., New York, NY 10002.

The scope of the emergency hearing was limited solely to the issue as to whether the padlocking provisions of Cannabis Law Article 6 § 138-b have been met by a preponderance of the evidence.

II. APPLICABLE LAW

Cannabis Law Article 6 §125(1) states that “[n]o person shall cultivate, process, distribute for sale or sell at wholesale or retail or deliver to consumers any cannabis, cannabis product, medical cannabis or cannabinoid hemp or hemp extract product, or any product marketed or labeled as such, within the state without obtaining the appropriate registration, license, or permit therefor required....”

Cannabis Law Article 6 §132(1)(a) provides that any person who sells cannabis, or cannabis products, or any product marketed or labeled as such, without having an appropriate registration, license or permit therefor, may be subject to a civil penalty of not more than ten thousand dollars for each day during which such violation continues.

Cannabis Law Article 6 § 138-b(1) provides that orders to seal: In addition to any other authority conferred in this chapter, pursuant to the provisions of this section, the board or the office shall have the authority to issue an order to seal the building or premises of any business engaged in unlicensed activity, when such activity is conducted, maintained, or permitted in such building or premises, occupied as a place of business as described in subdivision eight of section ten of this chapter, in violation of subdivision one or one-a of section one hundred twenty-five or subdivision one or eight or section one hundred thirty-two of this article.

Cannabis Law Article 6 §138-b(6) provides that an order to seal may be issued by the office or the board pursuant to subdivision three of this section only if:

- (a) no part of the premises to be sealed is used in part as a residence and pursuant to local law or ordinance is zoned and lawfully occupied as a residence; and
- (b) the unlicensed activity as described in this section is more than a de minimis part of the business activity on the premises or in the building to be sealed pursuant to this subdivision, the office shall issue a notice of violation and order to cease the unlicensed conduct, which shall constitute notice that such activity must cease immediately (see 9 NYCRR 133.25(f)(2-3)).

Cannabis Law Article 6 §138-b(7) provides that in assessing whether unlicensed activity within a building is more than de minimis, the office or board, as relevant, shall consider factors such as any one or more of the following:

- (a) the presence of signs or symbols, indoors or out, advertising the sale of cannabis or otherwise indicating that cannabis is sold on the premises;
- (b) information shared in any advertisements or other marketing content in connection with the unlicensed business activity and any direct or indirect sales of cannabis or other conduct in violation of this chapter;

- (c) the volume of illicit cannabis products on site; and
- (d) the variety of illicit cannabis products on site (see 9 NYCRR 133.25(f)(3)(i-iv)).

Cannabis Law Article 6 §138-b (3) provides that the office may issue an order to seal with an immediate effective date if such order is based upon a finding by the office of an imminent threat to the public health, safety, and welfare. (see 9 NYCRR 133.25(f)(1)).

Cannabis Law Article 6 §138-b(4) sets forth the factors that determine an imminent threat to public health, safety, and welfare shall be limited to:

- (a) documented sales to minors;
- (b) unlicensed processing of cannabis products at the building or premises;
- (c) orders issued following an inspection wherein the person engaged in the unlicensed activity engaged in violent, tumultuous, or other behaviors indicating expressed intent to not comply with the office’s order to cease the unlicensed activity;
- (d) documented presence of unlawful firearms at the building or premises;
- (e) proximity of the building or premises to schools, houses of worship, or public youth facilities;
- (f) presence of products deemed unsafe based on reports of illness or hospitalization; or
- (g) sales of, or offers to sell, cannabis products not tested or labeled lawfully in accordance with this chapter. (see 9 NYCRR 133.25(f)(1)(i-vii).

III. FINDINGS OF FACT

1. On December 5, 2025, OCM conducted an inspection of Lower East Side Corp. (hereinafter “LESC”), located at 105 Stanton St., New York, NY 10002 (Ex. E & F). At that time, an OTS was issued, and the premises were sealed (Ex. E & F). On December 10, 2025, Respondent requested an emergency hearing, which was held on December 15, 2025.

2. The two adjacent storefronts, operating under the names Ludlow Finest and City Moon Finest, were functioning as a single entity. Although separated by a wall, the business is owned by a single entity and the storefronts worked in tandem, with staff moving freely between them and security monitors in each location displaying the interior of both storefronts. While Respondent argued that the two functioned separately and in isolation, OCM put forth sufficient evidence to show that a nexus existed between the two and connected the activity of one store with that of the other.

3. The testimony and evidence support a finding that Respondent was actively selling cannabis. Testimony presented by Yeung detailed a purchase which was made from the store, a sizable amount of illicit product was recovered, and Waseem admitted on the stand that the store engaged in cannabis sales.

4. The activity occurring at LESC constituted more than a de minimis part of the business's commercial activity. Respondent argued that the activity of each storefront must be viewed in isolation, however, I do not find this argument persuasive as the evidence shows the two were working in tandem and the product recovered in each store must therefore be attributed to both. Further, factors delineated in Cannabis Law Article 6 §138-b (7) and OCM Regulations part 133.25(f)(3) are confirmed by the evidence and support a finding that LESC's illicit activity constituted more than a de minimis part of the business.

5. The unlicensed activity being conducted at LESC constituted an imminent threat to public health, safety, and welfare based on sales of, or offers to sell, cannabis products that were not tested or labeled lawfully in accordance with Cannabis Law Article 6. OCM's evidence also showed that the store engaged in on-site processing.

6. The Office of Cannabis Management conducted a proper search of the location. Yeung testified that a request for illicit cannabis, made by an employee of OCM, resulted in an offer to sell by an employee of LESC. Much of the product recovered was in plain view and the storefronts were open at the time they were entered.

7. Service was properly effectuated by OCM. The NOV's issued on December 5, 2025, were given to an employee of the business and no employee provided OCM with an address for the owner of the establishment. Further, notice was posted on the storefronts, and Respondent requested a hearing using the information provided on the NOV. Service of the amended NOV was also effectuated when it was delivered to the attorney of record for Respondent.

IV. ANALYSIS AND CONCLUSIONS OF LAW

Were City Moon Finest and Ludlow Finest Acting as Independent Businesses?

The preliminary and one of the seminal questions in this matter concerns whether the storefronts were separate businesses or whether they acted in tandem, in essence, functioning as a single entity. This determination directly impacts the analysis, specifically as to whether the illicit activity engaged in by the business(es) was/were de minimis (see below). Respondent argued that each business could only be entered from the street and that no internal access between the two stores existed. This, Respondent claimed, supports a finding that "City Moon Finest" (hereinafter City Moon) and "Ludlow Finest" were distinct and independent operators. Under this theory, any illicit product discovered within one storefront must be ascribed to only that store. Therefore, the cannabis discovered in City Moon can only be used as evidence of wrongdoing by City Moon and has no bearing on the NOV against Ludlow Finest. Respondent

asserts that OCM is attempting to combine the two stores and treat them as a single entity in order to establish the business activity of Ludlow Finest constituted more than a de minimis part of the business' activity. Respondent further argues that OCM supports this claim with the fact that both stores are owned by the same person. This, Respondent claims, is insufficient to find that the two storefronts were working in tandem and, therefore, each store must be treated discretely. Respondent supports its claim by showing the business records for each store: City Moon with an address of 105 Stanton (the address listed on the NOV) and Ludlow Finest with an address of 105 Ludlow. Since the store fronts are on the corner of Ludlow and Stanton, the claim, in essence, is that separate address necessitates treating the businesses as separate entities.

OCM's position on the matter is that the stores acted in partnership and, while a wall blocked direct access from one store to the other, that employees had free access to both stores. This was supported by testimony from Yeung, who stated that upon arriving at the location, a OCM "undercover" investigator, entered Ludlow Finest and asked to purchase cannabis. The employee standing behind the counter in Ludlow Finest, Mustapha Boubott (hereinafter "Boubott"), agreed and left the store. Officers outside the store witnessed Boubott briefly enter City Moon. He then returned to Ludlow Finest with a pre-roll cannabis cigarette, which he offered to sell for ten (10) dollars. Yeung stated that he later interviewed the employee of City Moon, Waseem, who told Yeung that when Boubott entered the store, he went behind the counter and took a pre-roll. A pre-roll was later found in Ludlow Finest, which supports this account. In addition to the free access that Boubott appeared to have to both Ludlow Finest and City Moon, OCM also highlighted that security cameras in both stores had security feed to their own store as well as that of the other storefront. An employee in City Moon could, therefore, monitor both their store and Ludlow Finest using the security feed present in City Moon; the reverse is also true (see Ex. A-9 & C-14). Yeung further testified that during a conversation with Waseem, he quoted the price of a pre-roll as ten (10) dollars, the same price as that quoted by Boubott in Ludlow Finest. Additionally, the packaging of the pre-roll recovered from Ludlow Finest was similar to empty cannisters discovered in City Moon, supporting the assertion that the pre-roll in Ludlow Finest came from City Moon (compare Ex. B-4 & D-9). The evidence also supports a finding that Waseem was engaged in processing pre-rolls on the date in question (see below). Finally, Boubott signed both NOVs after the inspection and stated he would give both to his manager.

I find that the evidence and testimony presented supports OCM's assertion that City Moon and Ludlow Finest were acting in tandem and should, therefore, be treated as a single entity. A strong nexus exists between the two stores including the fact that both were owned by the same owner, they are next to one another, Boubott had free access to both stores, they shared security footage, Boubott signed both NOVs, and that the illicit product discovered in Ludlow Finest was likely transported from City Moon. Further, even a cursory visual inspection of the evidence presented of the stores shows that they similar in nature, carrying similar products, are decorated with cannabis related images (see below), and share nearly identical signage above the entrances (see Ex. A-1). The chief argument presented by Respondent, that the two stores have different addresses, does not carry much weight. The address presented for Ludlow Finest is 105 Ludlow, but this address appears to be nearly two blocks away from the location in question. Yeung testified that 105 Ludlow is approximately a three-minute walk from the corner of Stanton and Ludlow. Waseem disputes this and asserted that the corner of Stanton and Ludlow is, in fact, 105 Ludlow (the address on the business record presented by Respondent), but both

Google Maps (which I took judicial notice of without objection from either party) and the USPS¹ shows that Yeung’s testimony is more accurate. The address 105 Ludlow appears to be on the corner of Ludlow Street and Delancey Street, nearly two blocks away. It also appears from the evidence presented by OCM that there is no entrance to Ludlow Finest from the Ludlow Street side of the shop (Ex. A-2), making it more unlikely that the shop would carry a Ludlow Street address. Further, if Ludlow Finest had a Ludlow Street address, it would be an even number and closer to 160 Ludlow as the business next to Ludlow Finest on Ludlow Street has an address of 158 Ludlow Street according to Google Maps.² While this is not definitive, it does call into question the evidence and business records presented by Respondent. I, therefore, find that Ludlow Finest and City Moon were not acting independently, but were, instead working in partnership. To do otherwise, despite the substantial evidence submitted by OCM of their connection, would allow for a business engaged in illicit activity to simply keep the illicit product in a separate space, retrieving small amounts in a piecemeal fashion and, thereby, avoiding responsibility for their activity. A business cannot be allowed to modify their practices, while continuing to engage in the same illicit activity, and avoid the penalties under the Cannabis Law. Therefore, in the matter of LESC, I find the actions of both stores should be attributed to each and will treat the finding presented in this case as that of a single entity.

Was LESC Engaging in Activity Without the Proper Cannabis License?

Yeung stated that after the “controlled buy,” OCM identified themselves to the employee working at Ludlow Finest and he entered the store. He stated that the décor of the store caused him to believe, according to his training and experience, that the store regularly traded in cannabis. Many of the items sold in the store related to cannabis usage and served as signs and symbols of cannabis activity (see Ex. A-1, 2, 4, & 7). This is further supported by Yeung’s testimony that a fellow OCM officer entered the store and purchased cannabis.³ Rolling papers, lighters, and glassware pipes and bongs, although not illegal, are all related to cannabis and Yeung testified that they serve as indicators (signs and symbols) to customers that cannabis may be precured from the establishment (see *id.*). Further, a decorative tray place on the wall also related to cannabis, both the object itself and the cannabis-related phrasing written on the tray implied a connection to cannabis (see Ex.-7). Further, additional cannabis-related material was found behind the counter, including empty baggies emblazoned with a cannabis leaf, a pre-rolled cannabis cigarette, and a small canister containing loose flower (see Ex. B-3-6). The City Moon side of the business likewise had decorations that served, according to Yeung’s testimony, as indicators that cannabis may be purchased on site. This included cannabis leaves on the front doorway, cannabis leaf and cannabis related “graffiti” on the store’s walls, cannabis related accoutrements (rolling papers, products for sale with cannabis related pictures, a sign reading “Keep Calm and Smoke Weed” with a cannabis leaf), and a menu of items for sale including “THC infused honey” and products that contain the names of common cannabis brands (see

¹ Address 105 Ludlow Street, New York, NY entered into the search engine located at <https://eddm.usps.com/eddm/select-routes.htm>

² It is more likely than not that both stores utilized the 105 Stanton Street address. This is based on the relatively small size of the stores, the lack of an entrance on the Ludlow Street side of the building, and the discrepancy in the Ludlow Street address.

³ Respondent correctly argued that Yeung had no first-hand knowledge of this purported sale and that his testimony concerning this act constituted hearsay. Hearsay is, however, allowed to be introduced at an administrative hearing and the discovery of a pre-roll at Ludlow Finest and Waseem’s testimony bolsters Yeung’s testimony.

generally Ex. C).⁴ Additionally, two sizable containers of cannabis were recovered from City Moon (Ex. D-6 & 14). Trays containing loose flower were present on site, indicated processing was being performed (Ex. D-7 & 13). It also appeared that cannabis cigarettes had recently been prepared using these trays (see Ex. D-2-3). A grinder, scales, rolling device, and a large quantity of empty pre-roll wrappers were discovered next to the rolling trays (Ex. D-4, 8, & 11). Waseem testified that the store sells these rolling papers and while this may be true, it is also true, based on the evidence, that these papers were used to produce pre-rolled cannabis cigarettes, similar to the one discovered in Ludlow Finest. Finally, Waseem testified that the store engaged in the sale of cannabis “once in a while.” As the employee of the store, he is best suited to testify as to the day-to-day actions of the store.

The evidence presented in this case points solidly to the conclusion that LESC engaged in cannabis sales without the proper license. Yeung’s testimony that a sale occurred on the day in question. Although this testimony is hearsay, it is supported by the recovery of the pre-rolled cannabis cigarette from Ludlow Finest. It is further supported by the amount of loose flower recovered and the evidence of processing. Finally, Waseem’s testimony that City Moon did engage in cannabis sales makes it likely that LESC sold cannabis routinely and on the day in question. The testimony and evidence presented show a location with the telltale signs of an operating business which was open to the public. The store contained an ATM (Ex. A-4 & C-5), a cash box (Ex. A-8), security cameras (Ex. A-9 & C-14), and a point-of-sale system (Ex. C-5). Respondent also made no claim that it was a private establishment and supported the assertion that it regularly sold products to the public. Further, testimony indicates that both doors were accessible by the public at the time the regulatory inspection began. Finally, Yeung testified that no adult use cannabis, processing, or other type of cannabis licenses were possessed by LESC. For all these reasons, I find that LESC was engaging in illicit cannabis sales.

De Minimis

The primary variety of cannabis discovered on site was loose flower. While small quantities of other products were recovered (vapes – Ex. D-17-18) and a menu listed other suspected cannabis items (Ex. C-13), LESC appears to have chiefly traded in pre-rolls. The two cannisters recovered from City Moon, coupled with the smaller cannister recovered from Ludlow Finest present a sizable quantity of loose flower.⁵ Further, the on-site processing allowed for pre-rolls to be perpetually produced and sold by the store as evidenced by the box of pre-roll wrappers (Ex. D-4). While the total amount recovered was described by Yeung as “small,” volume of product alone is not the standard for determining whether the actions of a business rise to the level of “more than de minimis.” Cannabis Law Article 6 §138-b (7) and OCM Regulations part 133.25(f)(3) enumerate the factors to consider when determining if unlicensed activity occurring within a business is more than de minimis. One of these factors is volume, but another is the signs and symbols present at the location. These two factors combined allow me to reach the conclusion that LESC’s actions were more than a de minimis part of the business’ activity. Respondent argued that the number of legal products found on site counterbalances the

⁴ Although none of the products listed on the menu were recovered from either City Moon or Ludlow Finest, a menu such as this would add to the large number of signs and symbols present at the shop.

⁵ It is notable that OCM did not produce the inventory Yeung stated he prepared on the day of the inspection. It is unclear why this occurred. However, I find that photographic evidence shows a large enough amount of loose flower that I can gather a threshold assessment of the product present at LESC.

small amount of illicit product recovered. While I agree that there were a sizable number of legal products, the majority seem to be small, edible, low-dollar products which do not support such a conclusion.⁶ Further, there was no evidence presented as to the total sales that the store may produce. The pre-rolls were quoted as selling for ten (10) dollars, and while only 10 pre-rolls were recovered on the day in question, scores more could have been rolled using the inventory the store had on hand. Further, the signs and symbols found at the store were numerous. While I am skeptical that signs and symbols alone could constitute a “more than de minimis” finding, the number and variety of signs and symbols present at LESC presents a compelling argument to do just that. It is unnecessary, however, because I find the amount of loose flower, the processing occurring on site which allowed for a great number of products to be produced, and the signs and symbols present in the store meet the standards of the Cannabis Law and constitute more than a de minimis part of the business activity in which LESC engaged.

Residence

Yeung testified that he saw no evidence that LESC was being used as a residence. He stated that during her initial sweep of the business, no accoutrements associated with a residence, such as a kitchen or shower, were seen. He stated that the establishment was being used purely as a business and not a residence. The evidence supports such a conclusion and no evidence to the contrary was submitted by Respondent.

Public Health, Safety, and Welfare

The unlicensed activity being conducted at LESC constituted an imminent threat to public health, safety, and welfare in that there were sales of, or offers to sell, cannabis products that were not tested or labeled lawfully in accordance with Cannabis Law Article 6. None of the products discovered at LESC appear to have been tested in New York. The few non-flower products failed to possess the necessary state stamp (see Ex. D-17-18), and the loose flower and pre-rolls showed no evidence of being properly cultivated or tested. Further, as discussed above, it is probable that LESC was processing cannabis on site. The scales and trays were discovered near the prepared cannabis cigarettes and in the vicinity of two cannisters of loose flower and a box of pre-roll wrappers. This alone qualifies as a safety hazard as it is unlikely that LESC followed the safety and health guidelines required of a processor and certainly did not undergo inspection that would confirm that safety and health guidelines were followed.⁷ The lack of testing, inappropriate labeling, and on-site processing makes LESC’s actions a danger to the public health, safety, and welfare pursuant to Cannabis Law Article 6 §138-b(4)(g).

Service

Respondent challenged service on several fronts. On the date of the regulatory inspection, OCM produced two NOV’s, one for City Moon and the other for Ludlow Finest (see Ex. E & F). Respondent claims that OCM failed in the statutorily required action of mailing an NOV to the

⁶ Respondent highlighted the soft drinks, chips, candy, and paper towels present in the store.

⁷ The evidence presented shows areas of the shop likely used for processing were ill-maintained, presented in a state of disarray and dirty (see Ex. D-15-16). A tray of loose flower appears next to paint cans, demonstrating a lack of concern for the safety of the product (see *id.*).

business owner. Respondent claimed that a search of the New York Department of State website provided a mailing address for the owner to whom OCM should have mailed copies of the NOVs. This is, however, a misinterpretation of the service requirements under Cannabis Law Art. 6 §138-b. A mailing is only required if the person to whom the NOV is delivered, in this case Boubott, provides an address for the owner – Yeung testified that Boubott provided no such address. The statute does not require a search be performed and no attempt to ascertain a mailing address for the owner need be made. It was sufficient for OCM to deliver the NOVs to Boubott (who appears to be of suitable age and discretion, holding himself out as an employee of the store) and attach copies of the NOV on the storefront (see generally Ex. H). Respondent also challenged the service related to the amended NOV produced several days after the regulatory inspection (Ex. G). Respondent claimed that OCM should have attempted to personally serve the amended NOV. Attorney for Respondent stated that he received a copy of the amended NOV but argued that this was insufficient. Title 9 NYCRR §133.18(a)(1) states that if Respondent is represented by an attorney, service “shall be made upon the attorney.” Mr. Lazzaro was the attorney of record at the time the amended NOV was produced. His receipt of the document is sufficient to establish service of the amended NOV. It is likely that this standard of service meets the requirements under other New York Statutes (see, e.g., Civil Practice Law §2103(b)).

In addition to challenging the service of the NOV, Respondent also challenges the circumstances surrounding the production of the amended NOV. Specifically, Respondent argues that the original NOVs are insufficient as the box labeled “More than a de minimis part of the business activity” is left unmarked on both NOVs. This is likely a fatal defect to the instruments and, should the NOV not have been amended, would have posed serious issues to OCM’s case. This is likely the reason OCM amended the NOV and produced a single NOV that included both stores jointly.⁸ Yeung testified that, on the date of the inspection, he believed that Ludlow Finest did not meet the standard for more than de minimis, but that City Moon likely did. He explained the unchecked box on the City Moon NOV by calling it an oversight or a clerical error. On cross examination, Yeung stated that it was at the direction of OCM counsel that he marked the box labeled “More than a de minimis part of the business activity” on the amended NOV, as he still believed that the amount recovered from Ludlow Finest did not rise to the necessary level. Respondent appears to argue that Yeung was “coerced” into checking the box and that this action by OCM counsel supports an assertion that the instrument is improper. While I agree that Yeung’s testimony is odd, specifically his assertion that Ludlow Finest’s actions did not rise to the level of “more than de minimis,” I do not find OCM counsel’s actions to be coercive. The pursuit of an NOV is the responsibility of the OCM counsel tasked with the assignment. It is their responsibility to pursue the matters they believe they can legally and factually support with the evidence collected. While certainly, a counsel taking the action of instructing a witness how to testify would cross ethical and legal boundaries, I find counsel’s actions here are more a result of the unique situation caused by the two storefronts. Counsel chose to pursue a theory for this case that posited these two storefronts were acting as a tandem business, similarly to how I determined above. Yeung stated that on the day of the regulatory search, he believed that City Moon met the standard of “more than de minimis.” It appeared that it was the consolidation of the two NOVs that caused some disagreement between Yeung and counsel. Interestingly, however, Yeung did determine that sealing both City Moon and Ludlow Finest was warranted the day of the inspection. When questioned how he reached this conclusion while determining

⁸ The question of whether to produce a single NOV or two NOV is a secondary reason for why the amended NOV may have been produced.

that Ludlow Finest failed to meet the more than de minimis standard, he gave incomplete and unsatisfactory answers. Regardless, OCM has the right to request an amended NOV be substituted for the originals, which I grant them. Further, OCM counsel has the obligation to evaluate the legal sufficiency of cases brought to them by the OCM investigators. There is no requirement that counsel must agree with the investigators findings and determining legal sufficiency is completely in the purview of the counsel trying the matter. While it might be unusual for an investigator to openly testify as to this disagreement, I find no malice or wrongdoing on the part of counsel. Finally, I believe any “clerical error” committed by Yeung on the date of the inspection was rectified by the amended NOV and Respondent was fully put on notice when the instrument was delivered to Respondent’s attorney.

Validity of the Regulatory Inspection

It should be noted, although Respondent made no argument concerning the validity of OCM’s search, I determine that OCM performed a proper regulatory inspection of LESC. The product seized was in plain view of the Yeung and OCM’s presence on site, a result of a controlled buy by an OCM employee, constituted a valid inspection of a business open to the public.

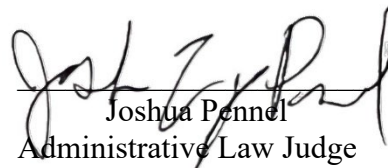
V. DECISION

The Respondent engaged in the sale of illicit cannabis and cannabis products without a license, registration, or permit to do so, at the location of 105 Stanton Street, New York, NY 10002. In so doing, Respondent violated Cannabis Law Article 6. The Order to Seal is hereby affirmed.

WHEREFORE, PURSUANT TO CANNABIS LAW ARTICLE 6 §138-b (9), THE ORDER TO SEAL, ISSUED ON DECEMBER 5, 2025, IS HEREBY EXTENDED FOR ONE YEAR FROM THE DATE OF THIS DECISION.

This constitutes the final decision of the Office of Administrative Hearings. A copy of this decision shall be served upon the parties.

Dated: December 19, 2025


Joshua Pennel
Administrative Law Judge

PLEASE BE ADVISED: Either party may appeal this decision within 30 calendar days of receipt, according to the specific manner described in Regulations at 9 NYCRR §§ 133.23(g)(5) and 133.25(k).

This decision was sent via email on December 19, 2025, to the following:

Lance Lazzaro, Esq.

Anthony Pitnell, Esq.

Nickolas Perry

Sheila Wagner

Celena Ditchev, Esq.