



June 5, 2026

DMA Holdings MA, LLC d/b/a Greatest Hits
35 Chase Avenue
Dudley MA 01571
MR283264, MR281597, MR282587,
MC282703, MP281861

Case No. ENF-2024-0000001645

FINAL ORDER AND STIPULATED AGREEMENT

This Final Order and Stipulated Agreement (herein, “Order”) between the Commonwealth of Massachusetts Cannabis Control Commission (the “Commission”) and Applied Business Strategy LLC solely in its capacity as court appointed receiver (the “Receiver”) with respect to DMA Holdings (MA) LLC d/b/a Greatest Hits (herein, “DMA” and collectively with its subsidiaries, Tree Market Lynn, LLC and Tree Market Taunton the “Respondent”) (together with the Commission, collectively, the “Parties”). Pursuant to that certain order entered on January 23, 2025, in the Massachusetts Superior Court (the “Receivership Court”) for docket 2584CV00175 (the “Appointment Order”), placing DMA in a Receivership and appointing the Receiver to act as receiver for DMA and its operations.

This Order is offered in lieu of further administrative action for the purposes of settlement to resolve the Order to Show Cause issued on October 21, 2025, and any other enforcement action the Commission might have pursued or is pursuing regarding Respondent’s actions known to the Commission through the date of this Order. The Commission finds that the resolution of this matter serves the purposes of G.L. c. 94G and 935 CMR 500.000 (“Commission Law”) because Respondent has cooperated with the Commission’s investigation and with the Commission since being issued the Order to Show Cause.

Accordingly, the Parties stipulate to the following Facts of Record and Applicable Law, as presented by the Commission. Receiver, on behalf of Respondent, enters into this Order solely for the purposes of settlement, which shall neither be considered an admission of liability nor a violation of law. Receiver, on behalf of Respondent, has voluntarily agreed to the stipulated remedy contained in Paragraphs 58 through 83; provided, however, to the extent that the Receiver is being asked to stipulate to certain facts herein, it is to the best of knowledge of Mr. Thomas Pratt, principal of the Receiver. Following the ratification of this Order by majority vote of the Commission, this Order is binding on the Parties for the purpose of reaching a final resolution.

006206.00001/157732366v.2
006206.00001/158166541v.1





Legislative, Statutory, and Regulatory Authority

1. The Commission is charged with the administration and enforcement of laws regulating and licensing adult-use Marijuana Establishments and maintains jurisdiction over the conduct of licensed Marijuana Establishments, including their compliance with the **Commonwealth's marijuana laws**, G.L. c. 94G, and regulations, 935 CMR 500.000 *et seq.* See G.L. c. 94G, § 4(a), (a½);
2. A Marijuana Cultivator is a type of Marijuana Establishment defined as “an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.” G.L. c. 94G, § 1;
3. A Marijuana Product Manufacturer is a type of Marijuana Establishment defined as “an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.” G.L. c. 94G, § 1;
4. A Marijuana Retailer is a type of Marijuana Establishment, defined as “an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to customers.” G.L. c. 94G, § 1;
5. The Commission possesses all the powers necessary or convenient to carry out and effectuate its purposes including, but not limited to:
 - a. The power to revoke or suspend a license. G.L. c. 94G, § 4(a)(xi);
 - b. **The power to gather facts and information applicable to the Commission's** obligation to suspend or revoke licenses for a violation of G.L. c. 94G, or any regulation adopted by the Commission. G.L. c. 94G, § 4(a)(xiv);
 - c. The power to conduct investigations into the qualifications of all applicants for licensure. G.L. c. 94G, § 4(a)(xv);
 - d. The power to be present, through its inspectors and agents, at any time, in marijuana establishments for the purposes of exercising its oversight responsibilities. G.L. c. 94G, § 4(a)(xvii);
 - e. The power to fine a person licensed for any cause that the Commission deems reasonable, including a violation of G.L. c. 94G or any regulation promulgated by the Commission. G.L. c. 94G, § 4(a)(xiii), (xxii);
6. The Commission also has the power to promulgate regulations and to adopt, amend, or repeal regulations for the implementation, administration, and enforcement of G.L. c. 94G. See G.L. c. 94G, § 4(a)(xxiv), (xxviii);
7. Accordingly, the Commission has adopted regulations for the administration, clarification, and enforcement of laws regulating Marijuana Establishments, including 935 CMR 500.360, which provides that the Commission “may issue an order to a





Licensee to show cause as to why a fine or other financial penalty against a Licensee...should not be imposed for any acts or omissions determined to be in violation of the state Marijuana laws, including M.G.L. c. 94G, and 935 CMR 500.000”;

8. Pursuant to that regulatory provision, the Commission may assess an administrative fine of up to \$50,000 for each violation, or an order for corrective action setting a reasonable time for correction of the violation, or both. 935 CMR 500.360(2);
9. Each day during which a violation continues may constitute a separate offense, and each instance and provision of the state Marijuana laws that is violated may constitute a separate violation. 935 CMR 500.360(2)(b);
10. In determining the amount of a fine or financial penalty to impose, the Commission or a Commission Delegee may consider a greater or lesser amount depending on aggravating or mitigating circumstances identified by the agency. 935 CMR 500.360(3).

Facts of Record

11. Respondent currently operates three Marijuana Retailer Establishments located in Dudley (MR283264), Taunton (MR281597), and Lynn (MR282587), each in the Commonwealth of Massachusetts;
12. Respondent obtained final licensure for its Dudley location, Greatest Hits, on March 10, 2022, and commenced operations on April 8, 2022;
13. Respondent obtained final licensure for its Taunton location, Tree Market Taunton, on March 9, 2023, and commenced operations on April 14, 2023;
14. Most recently, Respondent obtained final licensure for its Lynn location, Tree Market Lynn, on February 8, 2024, and commenced operations on March 28, 2024;
15. Additionally, Respondent also holds a provisional Product Manufacturer (MP281861) and Marijuana Cultivator (MC282703) license, both of which are collocated with its Dudley Marijuana Retailer location at 35 Chase Avenue, Dudley, MA 01571 (the “Dudley Location”). To date, Respondent has not received a final license nor commenced operations for its Cultivator or Product Manufacturer provisional licenses;
16. Previously, Respondent leased an administrative office located at 16 Village Street, Dudley, MA 01571 (the “Village St offices”), from November 11, 2021 until on or about November 15, 2025 which served as its headquarters, but presently, the office staff of Respondent all work remotely, with mail delivery and certain other executive duties occurring at the Dudley Location;
17. Previously, Respondent also subleased office space at The Taunton Chamber of Commerce at 170 Dean Street, Taunton, MA 02780;





18. Further, one of Respondent's Owners, Rhett Jordan ("Mr. Jordan"), rented a single-family home at 28 Black Point Road, Webster, MA 01570 ("Black Point Road") from January 13, 2021 until on or around May 1, 2023;
19. From April 1, 2021, to March 31, 2023, Mr. Jordan also sublet Black Point Road to one of Respondent's other Owners, Joseph Vilatico ("Mr. Villatico") for \$950.00 per month;
20. According to Mr. Jordan and Mr. Villatico's Marijuana Establishment Agent registrations, neither individual has ever listed Black Point Road as their residential address;
21. In or about Spring of 2023, the Commission, through the department became aware of unauthorized Marijuana cultivation operations at Black Point Road;
22. As a result, Respondent was subject to an investigation by the Commission's **Investigations and Enforcement department** (the "department"). From that investigation, the department alleged violations of Commission Law relative to unauthorized practices of a licensed Marijuana Retailer and irresponsible operation of a Marijuana Establishment;
23. On October 21, 2025, the Commission issued an Order to Show Cause – Notice of Fines and Revocation of the provisional Marijuana Cultivator License held by Respondent;
24. During the time of the investigation, the department also learned about an employee benefit program known as "Free Joint Fridays" where Respondent's employees were allowed to obtain free Marijuana every Friday which was cultivated at Black Point Road;
25. Respondent stated the Free Joint Fridays program began in April of 2022 as a way for the owners, who had Patient Registrations, to gift their own personal Marijuana to staff as "a benefit for all their hard work" and using the Marijuana cultivated at Black Point Road;
26. Further, Respondent stated that Mr. Jordan and Mr. Villatico, along with its former cultivation directors, and other employees would "volunteer their time to tend the plants [and ...] once harvested [were] trimmed and put into pre-roll cones. Some employees from headquarters also volunteered their time to trim and fill pre-rolls";
27. Respondent also stated, "[the] practice was for those who wanted to participate" and the volunteers would use this opportunity to educate themselves in cultivation. Respondent attests that no employee was ever required or forced to participate, nor was the **Marijuana ever transferred to Respondent's Marijuana Retailers or sold to outside consumers or Licensees**;
28. Respondent's employees were allowed to obtain free pre-rolls either directly at the Village St. offices, or at the Taunton Chamber of Commerce building;





29. According to Respondent, the Free Joint Fridays program was discontinued on or around May 1, 2023, when Mr. Jordan stopped leasing Black Point Road;
30. **Based on review of Respondent's general ledger**, cultivation of Marijuana at Black Point Road, is alleged to have begun on or around January 12, 2022;
31. According to a store manager there were at least twelve Marijuana plants being cultivated at Black Point Road
32. A review of **Respondent's** general ledger revealed that company funds were used to execute the following purchases and transaction;
 - a. Between February 2022 and April 2023, Respondent made at least five payments totaling \$4,343.75 to at least two different Independent Testing Laboratories ("ITL") for Cannabis testing;
 - b. Between January 2022 and April 2023, Respondent made at least nineteen payments to several hydroponics and horticulture stores for various cultivation related supplies totaling to \$10,974.38;
 - c. In May of 2022, Respondent made one payment of \$5,708.82 to Futurola USA for a 100 capacity joint rolling machine;
33. Additionally, Respondent made fifteen payments to the landlord Black Point Road for the fulfillment of rent and upkeep for the property:
 - a. In 2022, Respondent made twelve monthly payments in the amount of \$2,850.00 totaling \$34,200.00;
 - b. In 2023, Respondent made at least two payments in the amount of \$2,850.00 totaling \$5,700.00;
 - c. In 2023, Respondent also made at least one payment in the amount of \$2,451.00;
 - d. In total from 2022 to 2023, Respondent paid the landlord of Black Point Road a total amount of \$42,351.00;
34. In total, Respondent made at least forty separate payments using company funds amounting to \$63,374.95 for rent, cultivation supplies, and Cannabis testing to facilitate the cultivation of Marijuana at Black Point Road;
35. At no point during the alleged time frame did Respondent commence operations with respect to the Cultivation License;
36. Black Point Road is a residential address not approved by the Commission for Cultivation nor was the Commission aware of its association with Respondent;
37. As of 2024, neither Mr. Jordan nor Mr. Villatico hold active Patient Registrations with the Commission, and as of 2026, neither Mr. Jordan nor Mr. Villatico are associated with the Respondent, other than their respective direct or indirect ownership of equity stakes in Respondent;





38. Through its investigation, the department also learned of an alleged text conversation between an employee and Mr. Villatico on March 31, 2023, in which Mr. Villatico is alleged to have **texted the employee, “I’m gonna shoot you if you don’t make sure [a female employee] gets posted [on Instagram for a women’s appreciation social media campaign]. You have access correct to post? If so, no excuses”;**
39. On April 4, 2023, the Director of Human Resources and Director of Retail Sales met with Mr. Villatico who then received a final warning for his inappropriate text message;
40. This former employee was terminated shortly after on or around April 10, 2023, for **“combative and insubordinate behavior”**, although the former employee alleges it to be retaliatory;
41. Additionally, on or around July 25, 2023, the department learned of **Respondent’s “Alcohol & Drug Free Workplace Policy”** which stated in relevant part, **“[w]henver [e]mployees are working, [...] are present on [c]ompany premises, or are conducting [c]ompany related work off-site, they are prohibited from [...] possessing or consuming alcohol unless at a Company authorized event and only provided that [the employee] consumes alcohol appropriately and in moderation.”;**
42. **During the department’s investigation**, an employee of Respondent reported to the department that they observed open liquor bottles, in various stages of consumption, and next to what they estimated to be one-hundred pre-rolls on a conference table at the Village St. offices, during normal business hours;
43. On January 23, 2025, the Appointment Order was entered in the Receivership Court, placing Respondent in a Receivership and appointing the Receiver, Applied Business Strategy LLC, to serve as Court Appointee pursuant to 935 CMR 500.104(3);
44. The Respondent has been acting under the Receivership Court authorized supervision of the Receiver since January 23, 2025.
45. In connection with the Receivership proceedings, on January 16 and 22, 2026, Respondent, through the Receiver, submitted a Change of Ownership and Control application for its Tree Market Lynn (MR282587) and Tree Market Taunton (MR281597) stores, respectively. On November 12, 2025, the Receivership Court entered an order approving these sales, subject to final approval of transfer of the Cannabis licenses by the Commission. These applications have not yet been approved by the Commission and remain pending;

Applicable Law

46. No marijuana establishment may cultivate, process, test, store or manufacture marijuana or marijuana products at any location other than at a physical address approved by the commission and within an area that is enclosed and secured in a manner that prevents





access by persons not permitted by the marijuana establishment to access the area. G.L. c. 94G, § 12(b);

47. No licensee shall operate a marijuana establishment without an operations certificate issued by the commission. G.L. c. 94G, § 12(g);
48. Marijuana Retailer means an entity licensed to purchase, Repackage, White Label, and transport Marijuana or Marijuana Product from Marijuana Establishments and to Transfer or otherwise Transfer this product to Marijuana Establishments and to sell to Consumers. 935 CMR 500.500(2);
49. Marijuana Cultivator means an entity licensed to cultivate, Process and package Marijuana and to Transfer Marijuana to other Marijuana Establishments, but not Consumers. 935 CMR 500.500(2);
50. On completion of all inspections required by the Commission, a Marijuana Establishment is eligible for a final license [...] Such final licenses shall be subject to reasonable conditions specified by the Commission, if any. (a) No person or entity shall operate a Marijuana Establishment without a final license issued by the Commission. 935 CMR 500.103(2)(a);
51. Acceptance of a provisional or final license constitutes an agreement by the Marijuana Establishment that it will adhere to the practices, policies, and procedures that are described in its application materials, as well as all relevant laws, regulations, and any conditions imposed by the Commission as part of licensure. 935 CMR 500.103(2)(d);
52. [A] lack of responsible operation of [a] Marijuana Establishment, as shown by [...] other incompetent or negligent operation [constitutes full and adequate grounds for suspending or revoking a Marijuana Establishment's License]. 935 CMR 500.450(7)(f);

Stipulated Findings

53. The Commission, through its Executive Director, and Receiver on behalf of Respondent have come to mutual agreement and understanding, and jointly propose to the Commission a resolution of the alleged violations in lieu of proceeding with an administrative hearing to determine the merits of such allegations. The terms and conditions of this Order are expressly subject to ratification by the full Commission. Pursuant to G.L. c. 6, § 223(e) as amended by St. 2026 c. 65, § 1, two Commissioners shall constitute a quorum, and the affirmative vote of two Commissioners shall be required for ratification of this Order;
54. Respondent's practices, conduct and actions described in Paragraphs 21 through 37 amounted to the operation of a Marijuana Cultivator without a final license in violation of G.L. c. 94G, § 12(b), (g) and 935 CMR 500.103(2)(a) and (2)(d);





- a. From on or about January 12, 2022, until or about May 1, 2023, Respondent cultivated Marijuana at 28 Black Point Road, Webster MA 01570;
- b. In this time, Respondent made at least forty separate payments using company funds amounting to \$63,374.95 to facilitate the cultivation of Marijuana at Black Point Road and the utilization of the Free Joint Fridays Program;
- c. Respondent did not possess a final license to operate a Marijuana Cultivator;
- d. At no point in time was Black Point Road an address approved or inspected by the Commission for Cultivation nor was the Commission made aware of its association with Respondent;
- e. Respondent would utilize volunteering employees and employ two different dedicated directors of cultivation in order to facilitate the cultivation at Black Point Road;
- f. From on or around April 8, 2022, until or around May 1, 2023, Respondent would distribute this Marijuana through a company employee benefit program titled Free Joint Fridays;
- g. Specifically, Respondent distributed the Marijuana in the form of pre-rolled joints to its employees for no cost at administrative locations unapproved by the Commission;
- h. All Marijuana distributed to its employees by Respondent was unregulated and cultivated without the oversight of the department;
- i. Because Respondent's cultivation of Marijuana was funded by its business, utilized dedicated cultivation employees, and cultivated with the direct purpose to be distributed to its employees to its benefit, the cultivation ceased to be a personal activity such that it would require a cultivator license and department oversight in violation of G.L. c. 94G, § 12(b),(g) and 935 CMR 500.103(2)(a) and (2)(d);

55. Respondent's practices, conduct and actions described in Paragraphs 21 through 42 collectively demonstrate a failure to operate responsibly in violation of 935 CMR 500.450(7);

- a. Respondent funded the cultivation of unregulated Marijuana at an unauthorized location and distributed that Marijuana directly to its employees to the benefit of the business;
- b. On March 31, 2023, one of Respondent's owners is alleged to have directly threatened to shoot one of its employees when Mr. Villatico texted "I'm gonna shoot you if you don't make sure [a female employee] gets posted [on Instagram for a women's appreciation social media campaign]. You have access correct to post? If so, no excuses";
- c. On April 4, 2023, the Director of Human Resources and Director of Retail Sales met with Mr. Villatico who then only received a final warning for his inappropriate text message;
- d. The reporting employee was terminated shortly after on or around April 10, 2023, for "combative and insubordinate behavior", although the former employee contests that it was retaliatory termination;
- e. On or around July 25, 2023, an employee of Respondent reported to the department that they observed several open bottles of liquor in various stages





- of consumption, and an estimated one-hundred pre-rolls on a conference table at the Village St. offices during normal business hours in violation of Respondent's own "Alcohol, Drug & Smoke Free Workplace Policy";
- f. Respondents actions and conduct when taken as whole demonstrate a failure to operate its licenses responsibly in violation of 935 CMR 500.450(7);

56. Receiver and Respondent has cooperated with Commission staff and requests since the Commission's issuance of the Order to Show Cause on October 21, 2025, and throughout the investigatory stages of this matter;

Stipulated Remedy

57. In lieu of proceeding with an administrative hearing and subsequent proceedings, Respondent agrees to the stipulated remedies and terms set forth in Paragraphs 58 through 83, inclusive of all subparagraphs;
58. Respondent agrees to pay a negotiated monetary penalty in the amount of **One Hundred Thousand dollars (\$100,000.00)** made payable by check or money order to the order of the Cannabis Control Commission Marijuana Regulation Fund;
- a. Payment shall consist of the following installments due and payable in accordance with the following schedule, however Respondent may pay more than the specified amount if they are able:

Payment	Due Date
\$25,000	30 days after the ratification of this Order by the Commission
\$25,000	60 days after the ratification of this Order by the Commission
\$25,000	90 days after the ratification of this Order by the Commission
\$25,000	120 days after the ratification of this Order by the Commission

- b. If Respondent Licensee fails to timely remit any payment due in accordance with this paragraph, at the option of the Commission with notice to Respondent Licensee and the Receiver, the entire balance shall be due and payable within 14 days of said notice;
59. Payment shall be postmarked on or before the due dates identified in Paragraph 57.a. and be mailed to the following address:
- a. Via USPS:
Cannabis Control Commission
PO Box 412144
Boston, MA 02241-2144
- b. Via Courier/Overnight:
Bank of America Lockbox Services





Cannabis Control Commission 412144
MA5-527-02-07
2 Morrissey Boulevard
Dorchester, MA 02125

60. Receiver on behalf of Respondent agrees to surrender the agent registrations listed below and shall do so within 30 calendar days of the ratification of this agreement;

Joseph Villatico	Agent Registration	AR301869
Joseph Villatico	Agent Registration	AR333883
Joseph Villatico	Agent Registration	AR351180
Rhett Jordan	Agent Registration	AR306044
Rhett Jordan	Agent Registration	AR332249
Rhett Jordan	Agent Registration	AR351198

61. Receiver attests to the fact that neither Mr. Villatico nor Mr. Jordan are actively involved in or have any controlling interest in the day to day operations of any its associated licenses;

62. Respondent and Receiver agree and attest that, upon sale of any assets or licenses as a result of its Receivership proceedings, neither Mr. Jordan nor Mr. Villatico will receive any sum or distributions or share of equity ;

63. Receiver on behalf of Respondent agrees that as applicable it will ensure a proper Change of Ownership and Control application consistent with 935 CMR 500.104(1)(b) is submitted for each license upon its sale as a result of the Receivership proceedings, and that, following the sale or transfer of all of **Respondent's** Cannabis licenses, neither Mr. Jordan nor Mr. Villatico will retain any percentage of ownership or control or other **interest that would classify either of them as a "Person or Entity with Direct or Indirect Control"** pursuant to their definitions in 935 CMR 500.002;

64. Respondent agrees to surrender the provisional Marijuana Cultivator License, MC282703 within 14 calendar days of the ratification of this Order;

65. In addition to the monetary penalty and surrendering of certain agent registrations and licenses found in paragraphs 57 through 63, through its current Chief Operating Officer and Director of Compliance, Respondent agrees to create, develop and implement an **Affirmative Relief Training** (the "Training") for all Registered Agents at its associated establishments;

a. **Respondent's Training shall:**

- i. Directly address the reason it is being administered by educating employees on what the Free Joint Fridays program was and the Commission's **Order to Show Cause** in response;
- ii. Address the responsibilities of Marijuana Establishment Agents and their role in maintaining compliance;





- iii. Provide specific instructions on how to report compliance concerns to both Respondent and the Commission;
 - iv. Address the authorized activities of a Marijuana Retailer as defined in 935 CMR 500.002 and how they differ from other license types;
 - v. Address Diversion as defined in 935 CMR 500.002 and relevant accompanying regulations including but not limited to 935 CMR 500.030 (2)(d) and how Agents can prevent Diversion;
 - vi. Address Inversion as defined in 935 CMR 500.002 and relevant accompanying regulations including but not limited to 935 CMR 500.030 (2)(d) and how Agents can prevent Inversion;
 - b. Respondent may utilize supplemental materials when developing and administering its training including but not limited to the following:
 - i. Relevant provisions found within G.L. c. 94G and G.L. c. 94I;
 - ii. Relevant provisions found within 935 CMR 500.000 and 501.000;
 - iii. Relevant pre-recorded and developed Metrc trainings and videos;
 - iv. Relevant Company Standard Operating Procedures and Policies;
66. No later than 60 calendar days after the ratification of this Order, Receiver on behalf of the Respondent shall submit to the Commission for approval a detailed curriculum of the Training in addition to any and all educational and supplemental materials it intends on using;
- a. Receiver on behalf of Respondent shall submit its Training curriculum and materials via email in the format detailed below:

To: Enforcement@cccmass.com

Subject: Affirmative Relief Training- Request for Approval

CC: David.Tennyson@cccmass.com

Steven.DiPietro@cccmass.com

Timothy.Barwise@cccmass.com

Armond.Enos@cccmass.com
 - b. If upon **Respondent's** submission the department rejects its Training curriculum and materials, the Commission will remand the Training for further development articulating the reasons for rejection at which time Respondent will have 14 calendar days to amend and resubmit its Training to the Commission;
67. No later than 30 calendar days after the **Commission's approval of the Training**, Respondent shall implement, host, and video record the Training for all Registered Agents at its associated Establishments and shall submit to the Commission a copy of the recorded training;
68. This Order may be admissible as evidence in any future hearing before the Commission or used in connection with any future licensure or administrative actions by the Commission, provided, this Order shall not be utilized in connection with any adverse determination for a change of ownership or change of control with respect to the





Respondent's Cannabis licenses;

69. Any issues relating to the underlying complaint and investigation that formed the basis for this Order against Respondent, and any defenses that Respondent may have to such complaint or investigation, shall not be at issue in a proceeding against Respondent for failing to comply with the terms of this Order other than as may be provided in the Appointment Order or any other order of the Receivership Court;
70. Respondent agrees that the Commission may consider this Order and the facts and circumstances described therein in connection with review of an application for licensure, renewal of licensure, or suitability review;
71. Respondent enters into this Order solely for the purposes of settlement. This Order shall neither be considered an admission of liability or fault, nor a violation of law for any purpose, nor as evidence supporting the allegations of the Commission;
72. By entering into this Order, Respondent acknowledges that it has been advised of its right to a hearing and nonetheless wishes to resolve all issues that were the subject of this investigation or in any way related to this investigation and Order;
73. If approved by the Commission and upon execution of all Parties, this Order shall have the same force and effect as an order entered after a hearing conducted in accordance with G.L. c. 30A pursuant to 935 CMR 500.500(12) and 501.500(12), except that this Order may not be appealed. Failure to comply with the terms of this Order, including but not limited to failure to make a timely payment in accordance with Paragraphs 58 and 59, shall constitute the basis for further administrative action against Respondent;
74. Respondent acknowledges that the Commission advised Respondent of its opportunity to consult with an attorney of its choosing and Respondent represents that it had an opportunity to do so prior to signing this Order. Respondent acknowledges that it has been given a reasonable period of time in which to consider the terms of this Order before signing it. Respondent acknowledges and confirms that it has entered into this Order voluntarily and of its own free will, without duress or coercion, and that it is competent to enter into this Order. Respondent acknowledges that it has carefully read and fully understands the meaning and intent of this Order;
75. Receiver on behalf of Respondent further understands and knowingly and voluntarily waives the following rights:
 - a. The right to proceed with an adjudicatory proceeding;
 - b. The right to subpoena and cross-examine witnesses, present evidence and testify **on Respondent's own behalf at that adjudicatory proceeding; and**
 - c. The right to appeal this Order;
76. Respondent consents to the terms and conditions described herein and agrees to waive its right to judicial review of this Order pursuant to G.L. c. 30A, § 14;





77. Upon execution by all Parties, this Order shall represent the entire and final agreement of the Parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect;
78. This Order shall be binding upon Respondents and shall ensure to the benefit of the parties to this Order and their respective successors and assignees and shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Further, in accordance with G.L. c. 94G, § 19, the Commission may record this Order, which shall then constitute a debt to the Commonwealth and shall have priority over any encumbrance recorded, registered or filed with respect to any site;
79. Upon ratification of this Order by the Commission, this Order shall become a permanent **part of Respondent's record and shall be open to public inspection and disclosure pursuant to the Commission's standard policies and procedures or applicable law;**
80. The Commission may reject the terms of this Order or otherwise deny ratification and entry of this Order. In such event, the terms of this Order shall be null, and void and the Parties may proceed to hearing, and this Order shall not be used as evidence against Respondent in connection with such proceeding;
81. This Order may be executed by e-mail and any signature delivered by either email or first-class mail shall be deemed to be as valid as an original signature;
82. All costs and expenses incurred by Respondent to comply with this Order shall be the sole responsibility of Respondent and shall not in any way be the obligation of the Commission, and Respondent shall not be responsible for any costs and expenses of the Commission related to the preparation, negotiation or enforcement of this Order; and
83. For purposes of addressing any future violations of this Order, applicable law or regulations shall be construed to include all amendments and revisions to said law or regulations that are in effect at the time of the subsequent violation.

This Order is subject to ratification by the Commission. Upon ratification, this Order becomes binding on the Parties. Failure to comply with the above conditions shall result in administrative action against Respondent up to and including suspension and/or revocation of licensure or registration subject to the Appointment Order or any other order of the Receivership Court.

[Signature Page Follows]





Respondent

DMA Holdings, LLC d/b/a Greatest Hits

By: Applied Business Strategy LLC,
solely in its capacity as Court Appointed Receiver

Signed by:
THOMAS PRATT

Name: Thomas Pratt
Title: Managing Director
Date Signed: 6/5/2026

Commonwealth of Massachusetts Cannabis Control Commission

Ratified by Commission vote (3 yes, 0 no, 0 abstain) on June 17, 2026.

Travis Ahern

Travis Ahern, Executive Director

6/17/2026

Date Signed

