

Herbal Pathways, LLC d/b/a HiBrid
1317 East Street
Pittsfield, MA 01201
MR282037

Case No. ENF-2025-0000001875

FINAL ORDER AND STIPULATED AGREEMENT

This Final Order and Stipulated Agreement (“Agreement”) is between the Commonwealth of Massachusetts Cannabis Control Commission (“Commission”) and Herbal Pathways, LLC d/b/a HiBrid (“Respondent”) (together with the Commission, collectively, “the Parties”).

This Agreement is offered for the purposes of settlement to resolve the Order to Show Cause issued on May 4, 2026 (“Order to Show Cause”). 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 since being issued the Order to Show Cause.

Accordingly, the Parties stipulate to the following Facts of Record, Applicable Law, and Findings as presented in this Agreement. Respondent voluntarily agrees to the stipulated remedy contained in Paragraphs 35 through 57. Following the ratification of this Agreement by majority vote of the Commission, this Agreement is binding on the Parties for the purpose of reaching a final resolution.

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. 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 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);
 - 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);
3. 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);



4. 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”;
5. 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);
6. 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);
7. 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);
8. At any time, the Commission or a Commission Delegee may, in its discretion, review, approve or reject an informal disposition, but only on a showing that the alleged violations have been corrected, and a submission of a written waiver of its right to judicial review. *See* 935 CMR 500.500(7); *see also* G.L. c. 30A, § 10 (agencies have the authority to make information dispositions by stipulation or settlement);

Facts of Record

9. Respondent is a Marijuana Retail Establishment, License No. MR282037, located in Pittsfield, Massachusetts;
10. Respondent received its final license on September 17, 2021, and commenced operations on October 19, 2021;
11. Independent Testing Laboratories (“ITLs”) test Marijuana for the Cannabinoid Profile and for contaminants as specified by the Commission (*i.e.*, the dry-weight percentage of delta-nine-tetrahydrocannabinol, cannabidiol, tetrahydrocannabinolic acid and cannabidiolic acid) before it is sold;
12. ITLs report the results of these tests in Metrc, the Commonwealth’s designated Seed-to-sale Electronic Tracking System;
13. The results are associated with all Marijuana sampled in a test package and certain Marijuana Products derived therefrom;
14. Licensees can see these reported testing results in Metrc;

15. Licensees can determine a product's expiration date in Metrc by referencing its testing date or other expiration indicators, such as the expiration date columns;
16. The date of testing and expiration date are also included on the product packaging;
17. On November 9, 2023, Investigators audited Respondent virtually through Metrc;
18. Investigators identified five packages of expired products that Respondent failed to separate from its active virtual inventory;
19. On November 28, 2023, Investigators issued Respondent a Notice of Deficiency ("NOD") citing their findings from the audit;
20. Respondent submitted a Plan of Correction ("POC") on December 8, 2023, stating, in relevant part, that "expired products have been removed from the virtual inventory and transferred to the waste";
21. On January 24, 2024, Investigators audited Respondent again through Metrc;
22. Investigators discovered that five packages of expired products appeared in Respondent's active virtual inventory, including four that Respondent claimed to have removed and wasted in its POC from December 8, 2023;
23. On February 16, 2024, Investigators issued Respondent another NOD citing these findings;
24. On November 5, 2024, Metrc began compiling a daily report of all Licensees' expired product transactions from the previous day ("Expired Product Reports");
25. The Expired Product Reports show Respondent sold eight expired Marijuana Pre-Rolls to Consumers between November 4, 2024, and November 11, 2024: two on November 4, 2024, two on November 6, 2024, one on November 8, 2024, two on November 10, 2024, and one on November 11, 2024;
26. Another Expired Product Report shows Respondent sold one expired Infused Edible to a Consumer on March 29, 2025;
27. A separate Expired Product Report shows Respondent sold one expired Infused Edible to a Consumer on July 16, 2025;

Applicable Law

28. Marijuana or Marijuana Products with testing dates exceeding one year shall be deemed expired and may not be dispensed, sold, Transferred, or otherwise conveyed until retested. *See* 935 CMR 500.160(5);

29. Failure to submit a plan of correction as required or to implement the plan as submitted pursuant to 935 CMR 500.320 is full and adequate grounds for revocation of a Marijuana Establishment's license. *See* 935 CMR 500.450(4);

Stipulated Findings

30. The Commission, through its Executive Director, and 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 Agreement 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 Agreement;
31. Respondent's actions described in Paragraphs 17 through 22 amounted to failure to implement a plan of correction as submitted in violation of 935 CMR 500.450(4);
- a. On November 28, 2023, the Commission issued Respondent an NOD identifying five packages of expired products in its active virtual inventory;
 - b. On December 8, 2023, Respondent submitted a POC stating, in relevant part, that "expired products have been removed from the virtual inventory and transferred to the waste";
 - c. Investigators audited Respondent again on January 24, 2024;
 - d. Investigators discovered that four of the five packages of expired products cited in the November 28, 2023, NOD, still appeared in Respondent's active virtual inventory during the audit on January 24, 2024;
 - e. Respondent did not implement its December 8, 2023, POC as submitted because it did not remove the expired products discovered during the first audit from its active virtual inventory after saying it did;
 - f. Respondent's failure to implement the POC as submitted violated 935 CMR 500.450(4);
32. Respondent's actions described in Paragraphs 25 through 27 amounted to selling expired product in violation of 935 CMR 500.160(5);
- a. Between November 4, 2024, and July 16, 2025, Respondent sold 10 products to Consumers with test results exceeding one year;
 - b. Respondent violated 935 CMR 500.160(5) 10 times by selling these expired products to Consumers;
33. Respondent has cooperated with Commission staff since the Commission's issuance of the Order to Show Cause;

Stipulated Remedy

34. In lieu of proceeding with an administrative hearing and subsequent proceedings, the Parties agree to the terms and conditions set forth in Paragraphs 35 through 57, inclusive of all subparagraphs;
35. Respondent agrees to pay a negotiated monetary penalty in the amount of **Fifteen Thousand Dollars (\$15,000.00)** 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
\$7,500	60 days after the ratification of this Agreement by the Commission
\$7,500	On or before July 9, 2027

- b. If Respondent fails to timely remit any payment due in accordance with this paragraph, at the option of the Commission with notice to Respondent, the entire balance shall be due and payable within 14 days of said notice;
36. Payment shall be postmarked on or before the due dates identified in Paragraph 35.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
37. In addition to the monetary penalty assessed in paragraph 35, Respondent agrees to a six-month probationary period beginning on the date this Agreement is ratified:
- a. During the probationary period, any sales of expired product will result in an automatic penalty assessment of five hundred (\$500) dollars per expired product sold;
- b. Respondent will not be afforded a hearing to challenge these assessments;
- c. Upon receiving a demand for payment from the Commission under this section, Respondent shall provide such payment by check or money order payable to the Cannabis Control Commission Marijuana Regulation Fund within 30 days;

- d. Payment for penalties assessed against Respondent under this section shall be mailed to one of the addresses listed in Paragraph 36;
38. Respondent agrees to implement the following corrective measures to prevent future expired product sales:
- a. Retrain employees as to confirmation of expiration dates in Metrc;
 - b. Auditing inventory so there is no product in active inventory that is expired;
 - c. Upon receiving product from a wholesaler, auditing the expiration date, the Metrc tag, and the specific product description in Metrc, on the product label, and in the purchase order;
 - d. Use of Metrc and not the Point of Sale (“POS”) system to determine product expiration dates;
 - e. Moving expired product to Quarantine both physically and virtually in Metrc;
 - f. Being immediately responsive to the Commission with Plans of Correction;
 - g. Changed POS to Dutchie which allows for the expiration dates of all product acquired to be input when received from wholesaler, and are doing so;
 - h. Weekly audits of product to make sure no product is expiring in the following week;
 - i. Using red labels on product bins to indicate expiration dates;
39. The penalty under Paragraph 35 and any subsequent penalties under Paragraph 37 are fines or financial penalties that may be added to Respondent’s fee for licensure renewal if unpaid at that time under 935 CMR 500.360(6);
40. Respondent’s payment under Paragraph 35, completion of the probationary period under Paragraph 37, and implementation of the corrective measures under Paragraph 38 will satisfy the violations alleged in the Order to Show Cause;
41. Respondent will not be subject to a Mandatory Disqualification or a Presumptive Negative Suitability Determination solely for the violations contained in this Agreement, nor will this Agreement be utilized in connection with an adverse determination for a change of ownership or change of control with respect to Respondent’s cannabis license;
42. Notwithstanding the foregoing, the Commission may rely on this Agreement to establish a pattern or practice of noncompliance when calculating a fine, the duration of a suspension, or to support a revocation during subsequent enforcement actions against Respondent, its owners, or Agents;
43. Any issues relating to the underlying investigation and Order to Show Cause that formed the basis for this Agreement against Respondent, and any defenses that Respondent may have to the investigation or Order to Show Cause, shall not be at issue in a proceeding against Respondent for failing to comply with the terms of this Agreement;
44. Respondent agrees that the Commission may consider this Agreement and the facts and circumstances described herein in connection with review of an application for licensure or renewal of licensure, provided that this Agreement alone will not support an adverse

determination following the review;

45. By entering into this Agreement, 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 Agreement;
46. If approved by the Commission and upon execution of all Parties, this Agreement 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), except that this Agreement may not be appealed. Failure to comply with the terms of this Agreement, including but not limited to failure to make a timely payment in accordance with Paragraphs 35 through 37, shall constitute the basis for further administrative action against Respondent;
47. 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 Agreement. Respondent acknowledges that it has been given a reasonable period of time in which to consider the terms of this Agreement before signing it. Respondent acknowledges and confirms that it has entered into this Agreement voluntarily and of its own free will, without duress or coercion, and that it is competent to enter into this Agreement. Respondent acknowledges that it has carefully read and fully understands the meaning and intent of this Agreement;
48. 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 Agreement;
49. Respondent consents to the terms and conditions described herein and agrees to waive its right to judicial review of this Agreement pursuant to G.L. c. 30A, § 14;
50. This Agreement is subject to ratification by the Commission. Upon ratification, this Agreement becomes binding on the Parties. Failure to comply with the terms and conditions herein may result in administrative action against Respondent up to and including suspension or revocation of licensure under 935 CMR 500.450;
51. Upon ratification of this Agreement, it shall represent the entire and final agreement of the Parties. If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Agreement shall be given full force and effect;
52. This Agreement shall be binding upon Respondent and shall inure to the benefit of the parties to this Agreement 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 Agreement, 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;

53. Upon ratification of this Agreement by the Commission, this Agreement 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;
54. The Commission may reject the terms of this Agreement or otherwise deny ratification and entry of this Agreement. In such event, the terms of this Agreement shall be null, and void and the Parties may proceed to hearing, and this Agreement shall not be used as evidence against Respondent in connection with such proceeding;
55. This Agreement 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;
56. All costs and expenses incurred by Respondent to comply with this Agreement 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 Agreement; and
57. For purposes of addressing any future violations of this Agreement, 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.

[Signature Page Follows]

Respondent Herbal Pathways, LLC d/b/a HiBrid

Aman Kaur
Aman Kaur (Sep 10, 2026 10:35:29 EDT)
Aman Kaur, Owner

09/10/2026
Date Signed

Commonwealth of Massachusetts Cannabis Control Commission

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

Travis Ahern
Travis Ahern, Executive Director

9/18/2026
Date Signed