

SETTLEMENT AGREEMENT

Effective this 28th day February 2024, the State of Maine Department of Administrative and Financial Services (“DAFS”) and Allyn D. Gee of Lebanon (collectively “the Parties”) enter into this Settlement Agreement.

The Petitioner Appellant in this matter was a registered caregiver pursuant to the Maine Medical Use of Cannabis Act, and on February 8, 2024, Michael W. Field, Director of Compliance for the Office of Cannabis Policy at DAFS sent Mr. Gee letter notifying him that DAFS was suspending his registry identification card (CGR27410) on an immediate basis, as well as revoking that card. Revocation is subject to an informal hearing pursuant to 22 M.R.S. §2430-I and then potentially to judicial review pursuant to 5 M.R.S. Chapter 375 and M.R.Civ.P. 80C, and Mr. Gee exercised his right to request an informal hearing in this matter.

Now therefore, as the Parties wish to settle this matter in consideration of the mutual promises set forth herein rather than continue the appeals process, the parties agree as follows:

1. OCP, DAFS hereby rescinds the suspension and revocation of Mr. Gee’s registry ID card (CGR27410) once this agreement is signed. Instead, Mr. Gee’s registry ID card will be re-instated only so that he can sell his retail store located at 1618 Carl Broggi Hwy, Unit A, Lebanon, ME, and will only remain in effect until he sells the store or until the card expires on June 16, 2024, whichever occurs first. Once Mr. Gee sells his caregiver retail store he shall notify the Department immediately, provide a copy of the sale agreement, and voluntarily surrender his RCG card – CGR27410.
2. Mr. Gee agrees he will neither re-apply for a registered caregiver card nor act as a caregiver pursuant to 22 MRS § 2423-A(3)(C) for a period of eighteen (18) months from the date of February 8, 2024. Mr. Gee

further agrees and understands that despite any statutory authorizations that might apply, he will not manufacture medical cannabis concentrate or products for a period of eighteen (18) months from the date of February 8, 2024.

3. If Mr. Gee signs this agreement by March 1, 2024, the Department shall issue his RIC card.
4. The limitation on Mr. Gee's medical cannabis activities is based on Mr. Gee's conduct as stated in the February 8, 2024 letter: producing medical cannabis products that are not homogenous and do not contain the stated amount of THC per serving.
5. This agreement will not be considered a bar to Mr. Gee's participation in the Adult Use Cannabis Program.
6. DAFS reserves the right to take any appropriate action if Mr. Gee is found engaging in conduct not authorized by, or in violation of, the law or this Settlement Agreement.
7. This Settlement Agreement sets forth the entire agreement of the Parties, and any amendment hereof shall be in writing. Representations that are not contained in the Agreement or subsequent written amendment shall have no effect. The parties agree that once this agreement is signed an informal hearing is no longer necessary.
8. The Parties acknowledge that this Agreement and its reduction to final written form is the result of good faith negotiations between the Parties; said Parties and their respective counsel have carefully reviewed and examined this Agreement before execution by said Parties; any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
9. This Settlement Agreement shall be governed by the laws of the State

of Maine.

10. The signatory for DAFS represents that he is duly authorized and empowered to execute this Settlement Agreement on behalf of DAFS, and that his signature is enough to legally bind DAFS to the terms of the Settlement Agreement.
11. Mr. Gee represents that he is duly authorized and empowered to execute this Settlement Agreement on his behalf, and his signature is enough to legally bind himself, including any ownership interest he has in medical cannabis plants or harvested cannabis due to having been a registered caregiver, to the terms of the Settlement Agreement.

IN WITNESS WHEREOF, the duly authorized representative of DAFS, and Mr. Gee have signed this Agreement below:



ID So3L939fb2ePgXKUcnhVTUkp

Allyn Gee

Date: 2/28/2024



Michael W. Field, Director of Compliance, OCP, DAFS

Date: 2/28/2024

eSignature Details

Signer ID:	So3L939fb2ePgXKUcnhVtUkp
Signed by:	Allyn Gee
Sent to email:	[REDACTED]
IP Address:	174.196.192.58
Signed at:	Feb 28 2024, 4:41 pm EST