

## SETTLEMENT AGREEMENT

Effective this 29 day June 2022, the State of Maine Department of Administrative and Financial Services (“DAFS”) and Lindsey Gregoire of Alfred, Maine (collectively “the Parties”) enter in this Settlement Agreement.

Whereas the Petitioner Appellant in this matter was a registered caregiver pursuant to the Maine Medical Use of Marijuana Act, and on April 19, 2022, Michael W. Field, Director of Compliance for the Office of Cannabis Policy at DAFS sent Ms. Gregoire a letter notifying her that DAFS was revoking her registry identification (“ID”) card effective three (3) days after the date of the letter; and

Whereas revocation is subject to an informal hearing pursuant to 22 M.R.S. §2430-F and then potentially to judicial review pursuant to 5 M.R.S. Chapter 375 and M.R.Civ.P. 80C, and Ms. Gregoire exercised her 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 revocation of Ms. Gregoire’s registry ID card (CGR30112) once this agreement is signed. Instead, Ms. Gregoire’s registry ID card is suspended from April 22, 2022 to February 22, 2023.
2. The suspension of Ms. Gregoire’s registry ID cards is based on Ms. Gregoire’s conduct as stated in the April 19, 2022 letter including: use of an unregistered assistant; making a wholesale transaction with a person not authorized to do so; failure to use trip tickets; selling edible marijuana in the shape of an animal (Gummy Bears); using labels which depict a human; storing and selling edibles without a food establishment license; and failing to maintain adequate business records including records of all transfers of harvested marijuana.
3. During the suspension, Ms. Gregoire will not participate in the Maine Medical

Use of Marijuana Program, including having or holding any direct or indirect financial interest in a business, caregiver or dispensary registered under this program. Allowing medical marijuana to be grown on any property in which she has or holds any ownership interest during this period of suspension would violate this agreement, except for medical marijuana plants grown by household members as medical marijuana patients.

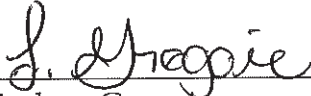
4. During the suspension, Ms. Gregoire will not participate in the Adult Use Marijuana Program, including applying for an adult use individual identification card or an adult use marijuana establishment license under the Marijuana Legalization Act; and having or holding any direct or indirect financial interest in an adult use marijuana establishment. Allowing adult use marijuana to be grown on any property in which she has or holds any ownership interest during this period of suspension would violate this agreement, except that she and her household members may grow their own personal adult use marijuana plants in accordance with 28-B M.R.S. § 1502.
5. After the period of suspension ends on February 22, 2023, Ms. Gregoire will have to apply anew for a caregiver registry ID card and will also be eligible to apply for other participation in the Maine Medical Marijuana Program and the Adult Use Marijuana Program.
6. After February 22, 2023, this suspension will not be considered a bar to Ms. Gregoire's participation in either the Maine Medical Marijuana Program or the Adult Use of Marijuana Program.
7. Ms. Gregoire agrees to take corrective action as outlined below, in addition to complying with all other requirements of program participation when she participates in the Maine Medical Marijuana Program after February 22, 2023:
  - a. Ms. Gregoire shall keep adequate business records. All records, including wholesale transaction logs, shall be kept for the time required by law and available for DAFS inspections upon demand.
  - b. Ms. Gregoire shall ensure that anyone assisting her is registered.

- c. Ms. Gregoire shall not buy, advertise, or sell any edible marijuana that is in the shape of an animal. Any such items in her possession, or under her control, shall be destroyed and such destruction shall be witnessed by an inspector from OCP. Ms. Gregoire will attest that she has no ownership interest in, or any control over, any more such product. Any internet advertising for such products, whether on Ms. Gregoire's website or any other internet platform shall be taken down.
  - d. Ms. Gregoire shall insure that she has any necessary authorizations in place before selling covered items such as a retail food establishment license if selling edible harvested marijuana.
  - e. Ms. Gregoire, when purchasing wholesale marijuana and marijuana product, shall only engage in such transactions with registered caregivers, registered dispensaries, or their registered assistants. She shall properly verify credentials before transferring or receiving harvested marijuana in a wholesale transaction
  - f. Ms. Gregoire shall not use packaging that depicts a human.
8. Wind-down plan: Ms. Gregoire has transferred any authorized harvested marijuana or products or plants to another registered caregiver.
  9. DAFS reserves the right to take any appropriate action if Ms. Gregoire is found engaging in conduct not authorized by, or in violation of, the law or this Settlement Agreement.
  10. 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 the informal hearing is no longer necessary.
  11. 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.

12. This Settlement Agreement shall be governed by the laws of the State of Maine.
13. The signatory for DAFS represents that he is duly authorized and empowered to execute this Settlement Agreement on behalf of DAFS, and that her signature is enough to legally bind DAFS to the terms of the Settlement Agreement.
14. Ms. Gregoire represents that she is duly authorized and empowered to execute this Settlement Agreement on her behalf, and her signature is enough to legally bind herself, including any ownership interest she has in medical marijuana plants or harvested marijuana due to having been a registered caregiver, to the terms of the Settlement Agreement.

**IN WITNESS WHEREOF**, the duly authorized representative of DAFS, and Ms. Gregoire have signed this Agreement below:

  
\_\_\_\_\_  
Lindsey Gregoire

Date: 6/29/22

  
\_\_\_\_\_  
Michael F. Field, Director of Compliance, OCP, DAFS

Date: 7/7/2022