

SETTLEMENT AGREEMENT

Effective August 25, 2025, the State of Maine Department of Administrative and Financial Services (“DAFS”) and Joseph Dunican of Lebanon, Maine (collectively “the Parties”) enter in this Settlement Agreement.

Mr. Dunican is a registered caregiver pursuant to the Maine Medical Use of Cannabis Act, and on April 14, 2025, Dean Goodale, Director of Compliance for the Office of Cannabis Policy at DAFS sent Mr. Dunican a Notice of Administrative Action including Monetary Penalty and Revocation of Registry Identification Card, notifying him that DAFS was revoking his registry identification (“ID”) card (CGR29770) and seeking monetary penalties and an order of destruction.

Such actions are subject to an administrative hearing pursuant to 22 M.R.S. §2430-I (9) and then potentially to judicial review pursuant to 5 M.R.S. Chapter 375 and M.R.Civ.P. 80C, and Mr. Dunican exercised his right to request a hearing on 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 rescinds its request to revoke CGR29770 and hereby suspends Mr. Dunican’s registry ID card from August 25, 2025 to August 24, 2026.
2. The suspension of Mr. Dunican’s registry ID card is based on Mr. Dunican’s conduct as stated in the April 14, 2025 letter including transferring harvested cannabis to persons who were under the age of 21 and were not qualifying patients and transferring harvested cannabis to someone who was not a qualifying patient.
3. Mr. Dunican will not have to pay the administrative penalty of \$16,000.00.
4. During the suspension, Mr. Dunican will not participate in the Maine Medical Use of Cannabis Program, including having or holding any direct or indirect financial interest in a business, caregiver or dispensary registered under this program. Allowing medical cannabis to be grown on any property in which he has or holds any ownership interest during this period of suspension would violate this agreement.
5. During the suspension, Mr. Dunican will not participate in the Adult Use Cannabis


Program, including applying for an adult use individual identification card or an adult use cannabis establishment license under the Cannabis Legalization Act; and having or holding any direct or indirect financial interest in an adult use cannabis establishment. Allowing adult use cannabis to be grown on any property in which he has or holds any ownership interest during this period of suspension would violate this agreement, except that he may grow his own personal adult use cannabis plants in accordance with 28-B M.R.S. § 1502.

6. After the period of suspension ends on August 24, 2026, Mr. Dunican 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 Cannabis Program and the Adult Use Cannabis Program as stated below.
7. After August 24, 2026, this suspension will not be considered a bar to Mr. Dunican's participation in the Maine Medical Cannabis Program as a registered caregiver, and this suspension will not be a bar to application but will be considered as part of his background if he applies for a dispensary registration certificate.
8. Mr. Dunican agrees to comply with all requirements of program participation when he participates in the Maine Medical Cannabis Program after August 24, 2026.
9. Wind-down plan: Mr. Dunican has transferred any authorized harvested cannabis or products or plants to another registered caregiver and is not operating or profiting from his caregiver store.
10. DAFS reserves the right to take any appropriate action if Mr. Dunican is found engaging in conduct not authorized by, or in violation of, the law or this Settlement Agreement.
11. 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.
12. 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.

13. This Settlement Agreement shall be governed by the laws of the State of Maine.
14. 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.
15. Mr. Dunican 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. Dunican have signed this Agreement below:


Joseph Dunican (Aug 5, 2025 14:40:16 EDT)

Joseph Dunican


Dean Goodale, Director of Compliance, OCP, DAFS

Date: 08/08/25

Date: 8/8/2025