

## SETTLEMENT AGREEMENT

Effective April 13, 2022, the State of Maine Department of Administrative and Financial Services (“DAFS” or “the Department”) and Tanya Rollins of Sabattus, Maine (collectively “the Parties”) entered into 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 February 14, 2022, Michael W. Field, Director of Compliance for the Office of Marijuana Policy (“OMP”) at DAFS sent Ms. Rollins a letter notifying her that DAFS was revoking her registry identification (“ID”) cards 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. Rollins 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. OMP, DAFS hereby rescinds the revocation of Ms. Rollins’s registry ID card (CGR26996) once this agreement is signed. Instead, Ms. Rollins’s registry ID card is suspended from February 17, 2022 to December 17, 2022.
2. The suspension of Ms. Rollins’s registry ID cards is based on Ms. Rollins’s conduct as stated in the February 14, 2022 letter including: failing to keep records of all transfers of harvested marijuana; failing to make books/records available to inspection by the Department; selling harvested marijuana to people without verifying their written certification in person before a transfer; selling marijuana products in packaging that would cause a reasonable consumer confusion as to whether the marijuana was a trademarked product, in this case “Double Stuffed Oreos”; using a person who was not her registered assistant to assist in caregiver

activities; and reselling harvested marijuana that was not purchased through wholesale.

3. During the suspension, Ms. Rollins 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.
4. During the suspension, Ms. Rollins may participate in the Adult Use Marijuana Program, including operating her adult use marijuana establishment licensed under the Marijuana Legalization Act and having or holding any direct or indirect financial interest in an adult use marijuana establishment, only in accordance with the administrative actions taken by the Department in its Notice of Administrative Action, Green Cures, LLC, AMS # 279, dated March 28, 2022, or a subsequent resolution of that matter, if any. 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 may grow her own personal adult use marijuana plants in accordance with 28-B M.R.S. § 1502.
5. After the period of suspension ends on December 17, 2022, Ms. Rollins will have to apply anew for a caregiver registry ID card and will also be eligible to apply for this participation in the Maine Medical Marijuana Program.
6. After December 17, 2022, this suspension will not be considered a bar to Ms. Rollins's participation in the Maine Medical Marijuana Program.
7. Ms. Rollins 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 December 17, 2022:
  - a. Ms. Rollins shall keep adequate business records. All records, including patient transaction logs and invoices, shall be kept for the


time required by law and available for DAFS inspections upon demand.

- b. Ms. Rollins shall ensure that she and any of her caregiver assistants properly verify written certifications in person before transferring harvested marijuana to a qualifying patient.
  - c. Ms. Rollins shall only transfer harvested marijuana that she has cultivated, accepted from another registered caregiver or dispensary for no remuneration, or purchased by authorized wholesale.
  - d. Ms. Rollins shall not buy, advertise, or sell any marijuana in packaging that imitates or copies any trademarks, tradenames, characters, logos or designs of well-known candy, snack foods, or the like. Any such items in her possession, or under her control, shall be destroyed and such destruction shall be witnessed by an inspector from OMP. Ms. Rollins 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. Rollins's website or any other internet platform shall be taken down.
8. Wind-down plan: Ms. Rollins 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. Rollins 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 (if applicable) have carefully reviewed and examined this Agreement before execution by said Parties; and 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 his signature is enough to legally bind DAFS to the terms of the Settlement Agreement.
14. Ms. Rollins 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. Rollins have signed this Agreement below.

  
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Tanya Rollins

Date: 8-3-22

  
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Michael S. Field, Director of Compliance, OMP, DAFS

Date: 8/4/2022